

## ***JUNE 13, 2006 AGENDA REPORTS***

### **Agenda Item No. 5a.**

City of Wichita  
City Council Meeting  
June 13, 2006

Agenda Report No. 06-0609

TO: Mayor and City Council Members

SUBJECT: Petition to pave streets in Fox Ridge Addition (north of 29th St. North, west of Tyler) (District V)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Petition.

Background: The Petition has been signed by one owner representing 100% of the improvement district.

Analysis: The paving project will serve a new residential development located north of 29th St. North, west of Tyler.

Financial Considerations: The Petition totals \$675,000. The funding source is special assessments.

Goal Impact: This project will address the Efficient Infrastructure goal by providing paving improvements necessary for a new residential development. It will also address the Economic Vitality and Affordable Living goal by facilitating new residential development that is vital to Wichita's continued economic growth.

Legal Considerations: State Statutes provide that a Petition is valid if signed by a majority of resident property owners or owners of a majority of property in the improvement district.

Recommendation/Action: It is recommended that the City Council approve the Petition, adopt the Resolution and authorize the necessary signatures.

**AGENDA ITEM NO. 5b.**

City of Wichita  
City Council Meeting  
June 13, 2006

Agenda Report No. 06-0610

TO: Mayor and City Council Members

SUBJECT: Petition to construct a Storm Water Drain in Whispering Lakes Estates Addition (south of Harry, west of 159th St. East) (District II)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the new Petition.

Background: On January 24, 2006, the City Council approved a Petition to construct a storm water drain in Whispering Lakes Estates Addition. An attempt to award a construction contract within the budget set by the Petition was not successful. The developer has submitted a new Petition with an increased budget. The signature on the new Petition represents 100% of the improvement district.

Analysis: The project will serve a new residential development located south of Harry, west of 159th St. East.

Financial Considerations: The existing Petition totals \$376,000 with the total assessed to the improvement district. The new Petition totals \$411,000 with the total assessed to the improvement district.

Goal Impact: This project will address the Efficient Infrastructure goal by providing drainage improvements necessary for a new residential development. It will also address the Economic Vitality and Affordable Living goal by facilitating new residential development that is vital to Wichita's continued economic growth.

Legal Considerations: State Statutes provide that a Petition is valid if signed by a majority of resident property owners or owners of a majority of property in the improvement district.

Recommendations/Actions: It is recommended that the City Council approve the new Petition, adopt the Resolution and authorize the necessary signatures.

## **Agenda Item No. 6.**

City of Wichita  
City Council Meeting  
June 13, 2006

Agenda Report No. 06-0611

TO: Mayor and City Council

SUBJECT: Community Events

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: Approve the request for street closures.

Background: In accordance with the Community Events Procedure, the event promoter is coordinating with area business owners and making arrangements with Staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

Automobilia Moonlight Car Show and Street Party July 8, 2006 4:00 pm – 12:00 am  
§ First Street, Broadway to Mosley. Second Street to Douglas, including Rock Island, Mead, St. Francis, Emporia and Topeka Streets in Old Town. Please see attached map.  
o July 8, 2006 4:00 pm – 12:00 am

Client will arrange to remove blockades as necessary to allow emergency vehicle access during entire designated time period. Blockades will be removed immediately upon completion of the event.

Financial Consideration: Inasmuch as possible, event sponsors are responsible for all costs associated with special events.

Goal Impact: Enhance the Quality of Life.

Legal Consideration: None

Recommendation/Actions: It is recommended that the City Council approve the request subject to: (1) Hiring off-duty certified law enforcement officers as required; (2) Obtaining barricades to close the streets in accordance with requirements of Police, Fire and Public Works Department. (3) Certificate of Liability Insurance on file with the Community Events Coordinator.

## **Agenda Item No. 7a.**

City of Wichita  
City Council Meeting  
June 13, 2006

Agenda Report No. 06-0612

TO: Mayor and City Council Members

SUBJECT: Gypsum Creek Channel Improvements West of Hillside  
(District III)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Supplemental Agreement

Background: In 1991, PB Booker Associates, Inc. was hired to design channel improvements for Gypsum Creek, west of Hillside. The original design was to increase the capacity of the channel and provide 100-year flood protection for Joyland Amusement Park and surrounding properties. However, due to objections from environmental review agencies, the project was redesigned and scaled back to a bank stabilization project.

During the June 13, 1997 flood, Joyland suffered extensive damage and was closed for many days. The owners of Joyland met with Public Works representatives and have also appeared before the City Council stating that the bank stabilization project was no longer acceptable and wants the full channel improvements constructed. In 1998, interested parties met with environmental agencies and found an acceptable design to construct the channel and take care of the environmental concerns. PB was given a Supplemental Agreement November 17, 1998 to cover the work necessary to update the plan. This design, which was completed in April 2000, was never built due to easement issues with the Joyland owners and CIP scheduling.

In 2003, the Federal Emergency Management Agency (FEMA) revised the Gypsum Creek flood study and showed an increase in the 100-year Base Flood between 1 and 2 feet through the project area. To account for this in our design, the project plans must now be revised and Federal and State permits updated. This Supplemental Agreement with PB will allow the plans and permits to be updated.

**Analysis:** The proposed Supplemental Agreement between the City and Parsons Brinkerhoff (PB) and the proposed Resolution will authorize the issuance of bonds by the City of Wichita to design and construct a fully stabilized channel lining above the ordinary high water elevation between Hillside Ave. and the concrete lined channel in Joyland Park which will contain the FEMA 100-year Base Flood discharge within the banks of Gypsum Creek.

**Financial Considerations:** The budget contained in the Storm Water Utility CIP is \$605,000. The estimated design, construction and right-of-way cost for the project is \$2,100,000. In 1998, the scope of the project was expanded from a bank stabilization project to include a flood control component that was not reflected in the CIP budget. Funding for the budget increase is available from the Murdock and Wabash drainage project that is unable to be constructed at this time due to current environmental and groundwater requirements. Payment to PB will be on a lump sum basis of \$67,200.00, and will be paid by General Obligation Revenue Bonds.

**Goal Impact:** This project addresses the Ensure Efficient Infrastructure goal by improving stormwater conveyance and reducing flood losses.

**Legal Considerations:** The Supplemental Agreement has been approved as to legal form by the Law Department.

**Recommendations/Actions:** It is recommended that the City Council approve the Resolution, Supplemental Agreement and authorize the necessary signatures.

## **Agenda Item No. 7b.**

City of Wichita  
City Council Meeting  
June 13, 2006

Agenda Report No. 06-0613

TO: Mayor and City Council Members

SUBJECT: Street Resurfacing Project on Kellogg from Webb Road to the East City Limits (District II)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Agreement.

Background: The Kansas Department of Transportation (KDOT) has available a street resurfacing (KLINK) program for cities which have highway connecting links within the their city limits. The KLINK program is intended for resurfacing improvements on the connecting links, which are maintained by the cities.

KDOT has advised the City of Wichita that KLINK Fiscal year 2007 funds in the amount of \$200,000 have been allocated for a resurfacing project on Kellogg from approximately one-quarter mile west of Webb Road to the east city limits.

Analysis: The estimated total cost of this project is \$400,000. The attached Agreement provides that KDOT will reimburse the City in the amount of fifty percent of the approved construction cost including construction engineering and contingencies, but not to exceed a maximum of \$200,000.

Financial Considerations: Funding in the amount of \$200,000 is available in the Street Maintenance Operating budget for the local portion of the cost of this project.

Goal Impact: This Agreement addresses the Efficient Infrastructure goal by providing funding for maintenance of a vital vehicular transportation route.

Legal Considerations: The Agreement has been approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council approve the Agreement and authorize the necessary signatures.

## **Agenda Item No. 7c.**

City of Wichita  
City Council Meeting  
June 13, 2006

Agenda Report No. 06-0614

TO: Mayor and City Council Members

SUBJECT: Supplemental Agreement for Construction Engineering and Staking in  
Whispering Lakes Estates Addition (south of Harry, west of 159th  
Street East) (District II)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Supplemental Agreement.

Background: The City Council approved the storm water drainage improvements in Whispering Lakes Estates Addition on January 24, 2006. On February 14, 2006 the City approved an Agreement with Ruggles & Bohm, P.A. (R&B) to design the improvements. The Design Agreement with R&B requires R&B to provide construction engineering and staking services if requested by the City.

Analysis: The proposed Supplemental Agreement between the City and R&B provides for construction engineering and staking the improvements. Due to the current workload created by previous projects, City crews are not available to perform the staking for this project.

Financial Considerations: Payment to R&B will be on a lump sum basis of \$27,000 and will be paid by special assessments.

Goal Impact: This Supplemental Agreement addresses the Efficient Infrastructure goal by providing the engineering design services needed for the construction of drainage improvements in a new subdivision. It also addresses the Economic Vitality and Affordable Living goal by providing public improvements in new developments that are vital to Wichita's continued economic growth.

Legal Considerations: The Supplemental Agreement has been approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council approve the Supplemental Agreement and authorize the necessary signatures.

Attachment: Supplemental Agreement

SUPPLEMENTAL AGREEMENT TO THE AGREEMENT FOR PROFESSIONAL SERVICES DATED FEBRUARY 14, 2006, BETWEEN THE CITY OF WICHITA, KANSAS, PARTY OF THE FIRST PART, HEREINAFTER CALLED THE "CITY, " AND RUGGLES & BOHM, P.A., PARTY OF THE SECOND PART, HEREINAFTER CALLED THE "ENGINEER."

WITNESSETH:

WHEREAS, there now exists a Contract (dated February 14, 2006) between the two parties covering engineering services to be provided by the ENGINEER in conjunction with the construction of improvements in WHISPERING LAKES ESTATES ADDITION (south of Harry, west of 159th Street East).

WHEREAS, Paragraph IV. B. of the above referenced Contract provides that additional work be performed and additional compensation be paid on the basis of a Supplemental Agreement duly entered into by the parties, and

WHEREAS, it is the desire of both parties that the ENGINEER provide additional services required for the PROJECT and receive additional compensation (as revised herein):

NOW THEREFORE, the parties hereto mutually agree as follows:

A. PROJECT DESCRIPTION

The description of the improvements that the CITY intends to construct and thereafter called the "PROJECT" as stated on page 1 of the above referenced agreement is hereby amended to include the following:

STAKING, AS-BUILT AND CONSTRUCTION ENGINEERING

(as per the City of Wichita Standard Construction Engineering Practices)

STORM WATER DRAIN NO. 288 serving Lots 22 through 35, Block 1; Lots 1 through 27, Block 3; Lots 1 through 37, Block 4; Lots 1 through 14, Block 5, Whispering Lakes Estates Addition (south of Harry, west of 159th Street East) (Project No. 468 84143).

Construction staking and final as-built of all areas included in the project mass grading plan will be the responsibility of the ENGINEER, with final as-built plans submitted and sealed by a licensed land surveyor or registered professional engineer. Minimum construction staking shall consist of the following: grade stakes set at 50 foot centers in tangent sections, and 25 foot centers through curve sections, at the street centerline (to match CL street stationing per paving plans); both right-of-way lines (at lot corners); back lot/easement lines (at lot corners); as well as any other grade break lines. Grade stake cuts and fills shall be to the dirt grade as required by the mass grading plan details, and shall not be set for final pavement grade, nor to actual final subgrade elevation. Final elevations for all areas outside the street right-of-way to be graded per plans, provisions or otherwise, including lots, easements, ponds and reserve areas, shall be within +/-0.2' of plan call-outs, unless otherwise stated in plans or provisions. Final elevations within the street right-of-way shall be within +/-0.1' of plan call-outs. The ENGINEER will be responsible to provide initial as-built(s) to the City's Project Engineer, who will coordinate any rework with the contractor.



The ENGINEER'S survey and as-built generation responsibilities will include re-checking all points deemed to be out of compliance by the City project engineer, regardless of the number of times to achieve compliance. Two copies of the project specific mass grading and pond construction plan sheets will be submitted to the Project Engineer within 5 days of completion of final grading, will show original plan and final as-built elevations at all original call-out locations. Submittals will include both standard plan sheets as well as an electronic file.

**B. PAYMENT PROVISIONS**

The lump sum fee and the accumulated partial payment limits in Section IV. A. shall be amended as follows:

Payment to the ENGINEER for the performance of the professional services as outlined in this supplemental agreement shall be made on the basis of the lump sum fee specified below:

468 84143                      \$27,000.00

**C. PROVISIONS OF THE ORIGINAL CONTRACT**

The parties hereunto mutually agree that all provisions and requirements of the existing Contract, not specifically modified by this Supplemental Agreement, shall remain in force and effect.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this Supplemental Agreement as of this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

**BY ACTION OF THE CITY COUNCIL**

Carlos Mayans, Mayor

**ATTEST:**

Karen Sublett, City Clerk

**APPROVED AS TO FORM:**

Gary Rebenstorf, Director of Law

**RUGGLES & BOHM, P.A.**

(Name & Title)

**ATTEST:**

## **Agenda Item No. 7d.**

City of Wichita  
City Council Meeting  
June 13, 2006

Agenda Report No. 06-0615

TO: Mayor and City Council Members

SUBJECT: Supplemental Agreement for Construction Engineering and Staking in  
Emerald Bay Estates Addition (west of West Street, north of 21st)  
(District V)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Supplemental Agreement.

Background: The City Council approved the sewer improvements in Emerald Bay Estates Addition on January 24, 2006. On February 7, 2006 the City approved an Agreement with Ruggles & Bohm, P.A. (R&B) to design the improvements. The Design Agreement with R&B requires R&B to provide construction engineering and staking services if requested by the City.

Analysis: The proposed Supplemental Agreement between the City and R&B provides for construction engineering and staking the improvements. Due to the current workload created by previous projects, City crews are not available to perform the staking for this project.

Financial Considerations: Payment to R&B will be on a lump sum basis of \$59,400 and will be paid by special assessments.

Goal Impact: This Supplemental Agreement addresses the Efficient Infrastructure goal by providing the engineering design services needed for the construction of sewer improvements in a new subdivision. It also addresses the Economic Vitality and Affordable Living goal by providing public improvements in new developments that are vital to Wichita's continued economic growth.

Legal Considerations: The Supplemental Agreement has been approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council approve the Supplemental Agreement and authorize the necessary signatures.

Attachments: Supplemental Agreement

SUPPLEMENTAL AGREEMENT TO THE AGREEMENT FOR PROFESSIONAL SERVICES DATED FEBRUARY 7, 2006, BETWEEN THE CITY OF WICHITA, KANSAS, PARTY OF THE FIRST PART, HEREINAFTER CALLED THE "CITY," AND RUGGLES & BOHM, P.A., PARTY OF THE SECOND PART, HEREINAFTER CALLED THE "ENGINEER."

WITNESSETH:

WHEREAS, there now exists a Contract (dated February 7, 2006) between the two parties covering engineering services to be provided by the ENGINEER in conjunction with the construction of improvements in EMERALD BAY ESTATES ADDITION (west of West Street, north of 21st).

WHEREAS, Paragraph IV. B. of the above referenced Contract provides that additional work be performed and additional compensation be paid on the basis of a Supplemental Agreement duly entered into by the parties, and

WHEREAS, it is the desire of both parties that the ENGINEER provide additional services required for the PROJECT and receive additional compensation (as revised herein):

NOW THEREFORE, the parties hereto mutually agree as follows:

A. PROJECT DESCRIPTION

The description of the improvements that the CITY intends to construct and thereafter called the "PROJECT" as stated on page 1 of the above referenced agreement is hereby amended to include the following:

STAKING, AS-BUILT AND CONSTRUCTION ENGINEERING

(as per the City of Wichita Standard Construction Engineering Practices)

LATERAL 1, MAIN 23, SOUTHWEST INTERCEPTOR SEWER serving Lots 1 through 60, Block 1; Lots 1 through 3, Block 2, Emerald Bay Estates (west of West Street, north of 21st) (Project No. 468 84139).

Construction staking and final as-built of all areas included in the project mass grading plan will be the responsibility of the ENGINEER, with final as-built plans submitted and sealed by a licensed land surveyor or registered professional engineer. Minimum construction staking shall consist of the following: grade stakes set at 50 foot centers in tangent sections, and 25 foot centers through curve sections, at the street centerline (to match CL street stationing per paving plans); both right-of-way lines (at lot corners); back lot/easement lines (at lot corners); as well as any other grade break lines. Grade stake cuts and fills shall be to the dirt grade as required by the mass grading plan details, and shall not be set for final pavement grade, nor to actual final subgrade elevation. Final elevations for all areas outside the street right-of-way to be graded per plans, provisions or otherwise, including lots, easements, ponds and reserve areas, shall be within +/-0.2' of plan call-outs, unless otherwise stated in plans or provisions. Final elevations within the street right-of-way shall be within +/-0.1' of plan call-outs. The ENGINEER will be responsible to provide initial as-built(s) to the City's Project Engineer, who will coordinate any rework with the contractor.

The ENGINEER'S survey and as-built generation responsibilities will include re-checking all points deemed to be out of compliance by the City project engineer, regardless of the number of times to achieve compliance. Two copies of the project specific mass grading and pond construction plan sheets will be submitted to the Project Engineer within 5 days of completion of final grading, will show original plan and final as-built elevations at all original call-out locations. Submittals will include both standard plan sheets as well as an electronic file.

**B. PAYMENT PROVISIONS**

The lump sum fee and the accumulated partial payment limits in Section IV. A. shall be amended as follows:

Payment to the ENGINEER for the performance of the professional services as outlined in this supplemental agreement shall be made on the basis of the lump sum fee specified below:

468 84139                      \$59,400.00

**C. PROVISIONS OF THE ORIGINAL CONTRACT**

The parties hereunto mutually agree that all provisions and requirements of the existing Contract, not specifically modified by this Supplemental Agreement, shall remain in force and effect.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this Supplemental Agreement as of this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

**BY ACTION OF THE CITY COUNCIL**

Carlos Mayans, Mayor

**ATTEST:**

Karen Sublett, City Clerk

**APPROVED AS TO FORM:**

Gary Rebenstorf, Director of Law

**RUGGLES & BOHM, P.A.**  
(Name & Title)

**ATTEST:**

## **Agenda Item No. 8a.**

City of Wichita  
City Council Meeting  
June 13, 2006

Agenda Report No. 06-0616

TO: Mayor and City Council Members

SUBJECT: 9th Street & North West Outfall to the Arkansas River  
(District VI)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Agreement and Resolution.

Background: The 2005-2014 Capital Improvement Program adopted by the City Council includes funding for a new major drainage outlet between the Arkansas River and West Street in the 9th Street corridor.

Analysis: The proposed Agreement between the City and MKEC Engineering Consultants, Inc. provides for the concept and final design of the 9th Street drainage outfall. The Staff Screening and Selection Committee selected MKEC Consulting for the design on March 10, 2006. The Resolution includes funds necessary for possible right-of-way acquisition as identified through the design process.

Financial Considerations: The budget contained in the Storm Water Utility CIP is 5.25 million dollars. The estimated design cost for the project is \$300,000. Payment to MKEC Engineering Consultants, Inc. will be on a lump sum basis of \$275,250 and will be paid by General Obligation Revenue Bonds. The estimated right-of-way budget is one million dollars.

Goal Impact: This project addresses the Ensure Efficient Infrastructure goal by improving the stormwater system's capacity and providing dependable transportation systems.

Legal Considerations: The Agreement has been approved as to legal form by the Law Department.

Recommendations/Actions: It is recommended that the City Council approve the design Agreement, adopt the Resolution and authorize the necessary signatures.

Attachment: Agreement

AGREEMENT for PROFESSIONAL SERVICES between THE CITY OF WICHITA, KANSAS, and MKEC ENGINEERING CONSULTANTS, INC., for 9TH STREET NORTH WEST OUTFALL

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2006, by and between the CITY OF WICHITA, KANSAS, party of the first part, hereinafter called the "CITY" and MKEC ENGINEERING CONSULTANTS, INC., party of the second part, hereinafter called the "ENGINEER".  
WITNESSETH: That

WHEREAS, the CITY intends to construct;

9TH STREET NORTH WEST OUTFALL  
(Project No. 468 84179)

NOW, THEREFORE, the parties hereto do mutually agree as follows:

I. SCOPE OF SERVICES

The ENGINEER shall furnish professional services as required for designing a drainage outlet in the 9th Street Corridor area between West Street and the Arkansas River and to perform the PROJECT tasks outlined in Exhibit A.

II. IN ADDITION, THE ENGINEER AGREES

A. To provide the various technical and professional services, equipment, material and transportation to perform the tasks as outlined in the SCOPE OF SERVICES (Exhibit A).

B. To attend meetings with the City and other local, state and federal agencies as necessitated by the SCOPE OF SERVICES.

C. To make available during regular office hours, all calculations, sketches and drawings such as the CITY may wish to examine periodically during performance of this agreement.

D. To save and hold CITY harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of ENGINEER, its agents, servants, employees, or subcontractors occurring in the performance of its services under this contract.

E. To maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred by ENGINEER and, where relevant to method of payment, to make such material available to the CITY.

F. To comply with all Federal, State and local laws, ordinances and regulations applicable to the work, including Title VI of the Civil Rights Act of 1964, and to comply with the CITY'S Affirmative Action Program as set forth in Exhibit "B" which is attached hereto and adopted by reference as though fully set forth herein.

G. To accept compensation for the work herein described in such amounts and at such periods as provided in Article IV and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used and services rendered in connection with such work.

H. To complete the services to be performed by ENGINEER within the time allotted for the PROJECT in accordance with Exhibit A; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond control of the ENGINEER.

I. Covenants and represents to be responsible for the professional and technical accuracies and the coordination of all designs, drawings, specifications, plans and/or other work or material furnished by the ENGINEER under this agreement. ENGINEER further agrees, covenants and represents, that all designs, drawings, specifications, plans, and other work or material furnished by ENGINEER, its agents, employees and subcontractors, under this agreement, including any additions, alterations or amendments thereof, shall be free from negligent errors or omissions.

J. ENGINEER shall procure and maintain such insurance as will protect the ENGINEER from damages resulting from the negligent acts of the ENGINEER, its agents, officers, employees and subcontractors in the performance of the professional services rendered under this agreement. Such policy of insurance shall be in an amount not less than \$500,000.00 subject to a deductible of \$20,000.00. In addition, a Workman's Compensation and Employer's Liability Policy shall be procured and maintained. This policy shall include an "all state" endorsement. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Workman's Compensation Law. The liability limit shall be not less than:

Workman's Compensation – Statutory  
Employer's Liability - \$500,000 each occurrence.

Further, a comprehensive general liability policy shall be procured and maintained by the ENGINEER that shall be written in a comprehensive form and shall protect ENGINEER against all claims arising from injuries to persons (other than ENGINEER'S employees) or damage to property of the CITY or others arising out of any negligent act or omission of ENGINEER, its agents, officers, employees or subcontractors in the performance of the professional services under this agreement. The liability limit shall not be less than \$500,000.00 per occurrence for bodily injury, death and property damage. Satisfactory Certificates of Insurance shall be filed with the CITY prior to the time ENGINEER starts any work under this agreement. In addition, insurance policies applicable hereto shall contain a provision that provides that the CITY shall be given thirty (30) days written notice by the insurance company before such policy is substantially changed or canceled.

K. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The ENGINEER agrees to advise the CITY, in writing, of the person(s) designated as Project Manager not later than five (5) days following issuance of the notice to proceed on the work required by this agreement. The ENGINEER shall also advise the CITY of any changes in the person designated Project Manager. Written notification shall be provided to the CITY for any changes exceeding one week in length of time.

### III. THE CITY AGREES:

A. To furnish all available data pertaining to the PROJECT now in the CITY'S files at no cost to the ENGINEER. Confidential materials so furnished will be kept confidential by the ENGINEER.

- B. To provide standards as required for the PROJECT; however, reproduction costs are the responsibility of the ENGINEER, except as specified in Exhibit A.
- C. To pay the ENGINEER for his services in accordance with the requirements of this agreement.
- D. To provide the right-of-entry for ENGINEER'S personnel in performing field surveys and inspections.
- E. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The CITY agrees to advise, the ENGINEER, in writing, of the person(s) designated as Project Manager with the issuance of the notice to proceed on the work required by this agreement. The CITY shall also advise the ENGINEER of any changes in the person(s) designated Project Manager. Written notification shall be provided to the ENGINEER for any changes exceeding one week in length of time.
- F. To examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER in a timely fashion.

#### IV. PAYMENT PROVISIONS

A. Payment to the ENGINEER for the performance of the professional services required by this agreement shall be made on the basis of the lump sum payment of \$275,250.00 (Concept/Design).

During the progress of work covered by this agreement, partial payments may be made to the ENGINEER at intervals of one calendar month. The progress billings shall be supported by documentation acceptable to the City Engineer which shall include a project bar chart or other suitable progress chart indicating progress on the PROJECT and a record of the time period to complete the work, the time period elapsed, and the time period that remains to complete the work.

Accumulated partial payments for the PROJECT shall be based on milestones in Exhibit A and shall not exceed eighty-five percent (85%) of the total fees for services prior to satisfactory completion of all work required by this agreement

B. When requested by the CITY, the ENGINEER will enter into a Supplemental Agreement for additional services related to the PROJECT such as, but not limited to:

1. Consultant or witness for the CITY in any litigation, administrative hearing, or other legal proceedings related to the PROJECT.
2. Additional design services not covered by the scope of this agreement.
3. Construction staking, material testing, inspection and administration related to the PROJECT.
4. A major change in the scope of services for the PROJECT.

If additional work should be necessary, the ENGINEER will be given written notice by the CITY along with a request for an estimate of the increase necessary in the not-to-exceed fee for performance of such additions. No additional work shall be performed nor shall additional compensation be paid except on the basis of a Supplemental Agreement duly entered into by the parties.

#### V. THE PARTIES HERETO MUTUALLY AGREE:

A. That the right is reserved to the CITY to terminate this agreement at any time, upon written notice, in the event the PROJECT is to be abandoned or indefinitely postponed, or because of the ENGINEER'S inability to proceed with the work.



B. That the field notes and other pertinent drawings and documents pertaining to the PROJECT shall become the property of the CITY upon completion or termination of the ENGINEER'S services in accordance with this agreement; and there shall be no restriction or limitation on their further use by the CITY. Provided, however, that CITY shall hold ENGINEER harmless from any and all claims, damages or causes of action which arise out of such further use when such further use is not in connection with the PROJECT.

C. That the services to be performed by the ENGINEER under the terms of this agreement are personal and cannot be assigned, sublet or transferred without specific consent of the CITY.

D. In the event of unavoidable delays in the progress of the work contemplated by this agreement, reasonable extensions in the time allotted for the work will be granted by the CITY, provided, however, that the ENGINEER shall request extensions, in writing, giving the reasons therefor.

E. It is further agreed that this agreement and all contracts entered into under the provisions of this agreement shall be binding upon the parties hereto and their successors and assigns.

F. Neither the CITY'S review, approval or acceptance of, nor payment for, any of the work or services required to be performed by the ENGINEER under this agreement shall be construed to operate as a waiver of any right under this agreement or any cause of action arising out of the performance of this agreement.

G. The rights and remedies of the CITY provided for under this agreement are in addition to any other rights and remedies provided by law.

H. It is specifically agreed between the parties executing this contract, that it is not intended by any of the provisions of any part of this contract to create the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for damages pursuant to the terms or provisions of this contract.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this agreement as of the date first written above.

CITY OF WICHITA

Carlos Mayans, Mayor

SEAL:

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary Rebenstorf, Director of Law

MKEC ENGINEERING CONSULTANTS, INC.

(Name & Title)

ATTEST:

## SCOPE OF SERVICES

### 9TH STREET NORTH WEST OUTFALL (Project No. 468 84179)

The ENGINEER shall provide professional services for the study and design of a new major drainage outlet in the 9th Street Corridor area between West Street and the Arkansas River. This recommended corridor is general in nature and, as a part of the design Discovery Phase. The ENGINEER will study the corridor and develop a drainage report that makes specific recommendations for a storm sewer location as well as the size of the conduit. A written document is to be prepared by the ENGINEER stating the scope of physical improvements to be included in the project and the design goals and issues to be addressed in the Concept Phase. In the Concept Phase the ENGINEER may need to prepare conceptual design alternatives to respond to the design criteria and project scope identified and approved earlier in the Discovery Phase. The ENGINEER is to make presentations of the conceptual design alternatives to the associations and boards, City Staff, and City Council; and revise the designs as necessary to secure approval by the City Council of a final concept. A preliminary cost estimate of the approved concept is to be prepared by the ENGINEER as part of the Concept Phase. The City must approve the initiation of the Construction Design work following the completed Concept Phase. Tract maps to identify right-of-way requirements are part of the Concept Phase. Monument marking of any new right-of-way is considered part of the Construction Design Phase. Substantial utility conflicts are anticipated with this project. The project will, in all likelihood, have to pay for some utility adjustments, which would be part of the project plans. The ENGINEER will be required to provide a final design that has been coordinated with all utility companies.

Upon award of this project the ENGINEER will contact utility companies directly and determine from existing records the location of all utilities. Coordination with the utility companies involved will include a conceptual plan jointly developed with the utility company indicating the methods employed to resolve utility conflicts. The conceptual plan should include elements of designing around the utility, analysis of construction expense vs. design expense, and utility company expenses to resolve the conflicts.

The ENGINEER will prepare a storm water erosion control/pollution prevention plan, prepare the necessary permit application(s) and include any provisions or requirements in the project plans and special provisions.

Associated improvements as part of this project will include the design and plan preparation of water, sanitary sewer, and storm sewer relocations and street reconstructions made necessary as a result of the design of the proposed project. This will include special design considerations resulting from crossing or running adjacent to railroad tracks and large public utility lines. Also included is construction traffic control, construction phasing requirements, incidental drainage, identification of additional right-of-way and furnishing tract map drawings and legal descriptions for such right-of-way.

The ENGINEER shall furnish engineering services as required for the best and most cost-effective design for the development of the project and provide project alternatives where applicable, including; the project plans, supplemental specifications, quantities of work, and estimates of the cost for the PROJECT in the format and detail required by the City of Wichita.

The ENGINEER should identify all trees that may be in conflict or jeopardy of damage by construction activities and then review with the Park Department to determine if the trees can be saved and/or moved.

In addition, the ENGINEER will notify the City Archaeologist at 316-978-3195 prior to beginning work on this project.

In connection with the services to be provided, the ENGINEER shall:

A. PHASE 1 - DISCOVERY PHASE

When authorized by the CITY, proceed with discovery phase services which will include a drainage report that will make specific recommendations for the location and size of the storm sewer conduit.

1. Review Previous Studies. Review previous studies and reports prepared to address drainage in the PROJECT area including the 2000 report entitled "West Arkansas River Floodplain Study."
2. Review Scope and Design Criteria. Meet with City staff, and others as required, to confirm the project's goals, refine the design scope and establish design criteria.
3. Meet with Public. Meet with interested neighborhood residents and property owners to ascertain neighborhood concerns and assess possible traffic control problems during construction.
4. Meet with Utility Companies. Meet with utility companies, including City staff to discuss utility conflict concerns with possible storm sewer conduit alignment options. Establish a project contact with each utility company and provide a project schedule noting key project milestones including proposed dates of ULCC meetings.
5. Gather Information. Gather right-of-way and property information, utility maps and data, current traffic volumes, future traffic volume projections and other relevant information within the PROJECT area.
6. Perform Drainage Study. Perform a drainage study and prepare a drainage report which recommends a specific location and size of storm sewer conduit. The report will include the following major items of work:
  - (a) Determine technical analysis procedures. With City staff, determine technical analysis procedures and design criteria to be used in the study and followed during design.
  - (b) Define the drainage area. Define the drainage area to be served by the system at present and by future extensions of the system.
  - (c) Perform hydrologic calculations. Perform hydrologic calculations within the project basin, as required, to determine flow rates of storm water run-off at various recurrence intervals for the purpose of designing the proposed storm sewer trunk line and associated storm sewer system.
  - (d) Determine evaluation criteria. Determine criteria for evaluating alternative trunk line alignments.

- (e) Establish potential trunk line routes. Establish potential trunk line routes through the project area.
- (f) Perform hydraulic calculations. Perform hydraulic calculations based on established design criteria to determine conduit size for potential trunk line routes.
- (g) Calculate construction costs. Calculate construction costs estimates for potential trunk line routes and include costs for other construction activities such as street repair, utility relocations, right-of-way acquisition, existing storm sewer system extensions, etc.
- (h) Evaluate and rank trunk line alternatives. Evaluate and rank trunk line alternatives based on the criteria previously established. Items affecting the evaluation should include construction costs, impacts on existing storm systems, impacts on private and public utilities, impacts on streets including construction traffic control, impacts created by railroad company requirements, and impacts to private property.
- (i) Prepare written report. Prepare a written report which outlines the items of work described above and make recommendations regarding the most viable trunk line alignment and why.

7. Define Scope of Physical Improvements. Prepare a written statement defining the scope of physical improvements to be included in the project and the design goals and issues to be addressed in the concept phase.

8. Presentation to Public Works Staff. Present the findings of the discovery phase design, including drainage study, to the appropriate Public Works Department staff members. Prepare displays, drawings and materials, necessary to adequately present the findings to staff members.

## B. PHASE II – CONCEPT DEVELOPMENT PHASE

When authorized by the CITY, proceed with the development of concept design alternatives which adhere to the design criteria and project scope identified and approved earlier in the Discovery Phase.

1. Develop Alternative Concepts. Develop alternative concepts for the storm sewer outfall and other necessary improvements based on the design criteria and project scope identified and approved earlier in the Discovery Phase. Concepts shall include construction cost estimates.

(a) Prepare preliminary alignments. Prepare preliminary storm sewer horizontal and vertical alignments. The design shall reflect the City approved recommendations of the drainage study prepared in the Discovery Phase.

(b) Identify utility conflicts. Identify conflicts between the proposed storm sewer and other utilities and prepare preliminary re-alignment designs for water lines and sanitary sewers in conflict.

(c) Prepare preliminary street repair plans. Prepare preliminary plans for street repairs which address the removal and replacement of sidewalks, driveways, curbs, and parking lots and other above-ground physical features. Local property access during construction shall be a design consideration.

(d) Address crossing design concerns. Address design concerns related to storm sewer crossings at major street arterials and railroad rights-of-way. Issues to be addressed include construction traffic control, duration of street closures, and railroad permit requirements.

(e) Prepare preliminary outfall design. Prepare preliminary storm sewer outfall design at the discharge to the Arkansas River and determine permitting requirements by regulatory agencies.

2. Right-of-Way. Identify right-of-way requirements for the developed concepts and prepare tract maps with legal descriptions. Right-of-way requirements should be identified on displays prepared for presentations.
3. Make Presentations. Make presentations of the conceptual design alternatives to City staff, City Council, District Advisory Boards, Design Council and neighborhood associations as required and revise the designs as necessary to secure approval by the City Council of a final concept. Prepare displays, drawings and materials, necessary to adequately present concepts to the various boards and associations.

#### C. PHASE III – DESIGN PHASE

When authorized by the CITY, proceed with the development of final construction plans for the PROJECT based on the preliminary design concepts approved by the CITY and as agreed upon at field check and/or office check reviews.

1. ULCC. The ENGINEER shall prepare Utility Check plans and schedule with ULCC subcommittee for review as early as practical, usually prior to Field Check plan stage. A second ULCC review should be scheduled near Office Check plan stage. Utility coordination procedures shall conform to the current policy of the City Engineer.

2. Field Check Plans. When authorized by the CITY, prepare field check plans and a preliminary cost estimate for the PROJECT based on approved preliminary concepts as required by the CITY. Major items of work included in development of field check plans are:

- (a) Field check plans. ENGINEER is to submit one copy of preliminary cost estimate and three (3) sets of field check plans to the CITY ENGINEER to participate in a field check of the PROJECT with the CITY.

- (b) Field surveys. Provide engineering and technical personnel and equipment to obtain survey data as required for the engineering design. Utility companies shall be requested to flag or otherwise locate their facilities within the PROJECT limits prior to the ENGINEER conducting the field survey for the PROJECT. Utility information shall be clearly noted and identified on the plans. Coordination of utilities and pipelines for the PROJECT by the ENGINEER shall conform to current adopted policies of the City Engineer for Category II projects.

- (c) Soils and foundation investigations. The CITY may authorize the ENGINEER to direct an approved Testing Laboratory to perform subsurface borings and soils investigations for the PROJECT. Results of the investigation shall be reported in the format and detail required by the City Engineer for the City of Wichita. The Testing Laboratory shall be responsible for the accuracy and competence of their work. The ENGINEER'S contract with the Testing Laboratory shall provide that the Testing Laboratory is responsible to the City for the accuracy and competence of their work. The cost of soils and boring investigations shall be passed directly to the City of Wichita if not included in the ENGINEER'S fee estimate.

- (d) Right-of-entry. Prepare legal descriptions for Right of Entry and submit drawings to the City that are suitable for mailing to property owners. Incorporate Right of Entry limits on the plans.

3. Office Check Plans. When authorized by the CITY prepare office check plans for the PROJECT based upon comments as agreed upon in field check review. Major items of work included in development of office check plans are:

(a) Office check plans. ENGINEER is to submit three (3) sets of office check plans to the CITY with one copy of supplemental specifications and one copy of cost estimates and quantities of work units of the PROJECT for office check. (Cost estimates to be based on current unit prices for similar work in the Wichita area unless otherwise directed by the CITY.) Field check plans marked with CITY and/or KDOT comments are to be returned to the CITY with office check plan submittals. ENGINEER is to participate in an office check of the PROJECT with the CITY. Office check plans shall include traffic signing details, pavement marking details, incidental drainage, construction phasing details, construction traffic control details, and all other necessary construction details required for the PROJECT. The PROJECT'S plans and proposed special provisions shall address the requirements included in the City's Administrative Regulation 78, "Cleanup, Restoration or Replacement Following Construction."

(b) Marking right-of-way. The ENGINEER shall perform a one time marking of all the right-of-way for utility relocations at a time directed by the CITY.

(c) Permits. The ENGINEER shall prepare any and all necessary permits for this PROJECT, such as the preparation of applications for U.S. Army Corps of Engineers (404) permit, Division of Water Resources permit, Kansas Department of Wildlife and Parks permit, and Kansas Department of Health and Environment permit.

4. Final Plans. When authorized by the CITY prepare final plans for the PROJECT based upon comments as agreed upon as a result of the office check review. Major items of work included in development of final plans are:

(a) Prepare final plans. Prepare final engineering plans (which shall include construction sequencing and traffic control), supplemental specifications, special provisions and construction cost estimates, or estimates of the quantities of work for the PROJECT.

(b) All engineering plans shall be prepared in ink on standard Mylar sheets in the format required by the CITY and/or KDOT. Also, final plans, field notes and other pertinent project mapping records are to be provided to the CITY via floppy diskettes (3 ½"), CD-ROM or other media acceptable to the City Engineer. The files are to be AutoCAD drawing files or DXF/DXB files. Layering, text fonts, etc. are to be reviewed and approved during the preliminary concept development phase of the design work. Text fonts other than standard AutoCAD files are to be included with drawing files. In addition to supplying the electronic files of the AutoCAD drawing files of the final plans, ENGINEER will also need to supply electronic files of the drawings in PDF format.

(c) Technical construction specifications shall in general follow the City of Wichita's Standard Specifications supplemented as necessary to suit PROJECT requirements.

(d) Engineer's cost estimate information shall be submitted in tabular form and on a unit cost basis, as approved by the CITY and as required by KDOT. Pay items of work shall conform to CITY or KDOT standards as applicable.

(e) Final plans when submitted shall be complete and ready for reproducing for distribution to prospective bidders.

(f) All applicable coordinate control points and related project staking information shall be furnished on the plans, as well as on a 3 ½" diskette or CD-ROM in a format agreed upon by the CITY. When applicable, this coordinate information will be used by the CITY for construction staking purposes.

(g) Final Tracings. The original tracings (plan sheets to be on Mylar) of the approved final plans and supplemental specifications shall be delivered to the City Engineer, of the City of Wichita, for the taking of bids as appropriate for the CITY and/or KDOT. Two half scale plans shall be furnished to the CITY, and if a KDOT/Federally funded project, 4 additional half scale plans shall be furnished.

(h) The date identified as the date of CITY acceptance of final plans and other supplementary work will be that date upon which the City Engineer ascertains that such plans and work are in accordance with all provisions of the contract for design services.

(i) ENGINEER shall provide the CITY with electronic files suitable for power point presentations to the Design Council and City Council.

5. Post Letting.

(a) Shop drawings. All shop drawings submitted by the contractor for the PROJECT shall be reviewed and, when acceptable, approved for construction by the ENGINEER for the PROJECT.

(b) Public information meeting. Along with City staff, the ENGINEER shall meet with affected property owners at a preconstruction Public Information Meeting, as arranged by the City, to explain project design, including such issues as construction phasing and traffic control.

(c) Right-of-way monumentation. The ENGINEER shall complete permanent monumentation of all new Right-of-way and submit all necessary legal documentation for same.

6. Staking and Inspection. If requested by the CITY, the ENGINEER will enter into a Supplemental Agreement to complete construction staking, material testing, inspection and administration related to the PROJECT

7. Project Milestone. The ENGINEER agrees to complete and deliver the field notes, preliminary and final plans (including final tracings), specifications and estimates to the CITY within the time allotted for the PROJECT as stipulated below and generally in accordance with the project bar chart attached to Exhibit A; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond the control of the ENGINEER.

(a) Concepts plans of the PROJECT are due August 2006.

(b) Field check plans of the PROJECT are due November 2006.

(c) Office check plans of the PROJECT are due October 2007.

(d) Completion of all work required by this agreement with exception of the post-letting items described above (including submittal of final approved plan tracings, field notes, and related PROJECT documents) by December 2007.

## **Agenda Item No. 8b.**

City of Wichita  
City Council Meeting  
June 13, 2006

Agenda Report No. 06-0617

TO: Mayor and City Council Members

SUBJECT: Dry Creek Channel Improvements Between Lincoln & Orme  
(District III)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Agreement and Resolution

Background: The 2005-2014 Capital Improvement Program adopted by the City Council includes funding for improving the natural channel of Dry Creek between Lincoln and Orme by constructing a low flow channel with a grassed overbank area and replacing the bridge at Gilbert Ave. Constructing this project would lower flood elevations in this area by 1 to 2 feet.

Analysis: The proposed Agreement between the City and Black & Veatch provides for the concept and final design of channel improvements on Dry Creek from Lincoln to Orme and includes investigating bridge improvements on Edgemoor over the East Branch of Dry Creek. The Staff Screening and Selection Committee selected HNTB for the final design on March 10, 2006.

Financial Considerations: The budget contained in the Storm Water Utility CIP is \$1,300,000. The estimated design for the project is \$200,000. Payment to Black & Veatch will be on a lump sum basis of \$190,000, and will be paid by General Obligation Revenue Bonds. The remaining funds will be utilized for right-of-way acquisition as identified through the design process.

Goal Impact: This project addresses the Ensure Efficient Infrastructure goal by improving stormwater channel conveyance and reduces flood losses.

Legal Considerations: The Agreement and Resolution has been approved as to legal form by the Law Department.

Recommendations/Actions: It is recommended that the City Council approve the design Agreement, adopt the Resolution and authorize the necessary signatures.

Attachment: Agreement



AGREEMENT for PROFESSIONAL SERVICES between THE CITY OF WICHITA, KANSAS, and BLACK & VEATCH CORPORATION for DRY CREEK CHANNEL IMPROVEMENTS, LINCOLN TO ORME

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2006, by and between the CITY OF WICHITA, KANSAS, party of the first part, hereinafter called the "CITY" and BLACK & VEATCH CORPORATION, party of the second part, hereinafter called the "ENGINEER".  
WITNESSETH: That

WHEREAS, the CITY intends to construct;

DRY CREEK CHANNEL IMPROVEMENTS, LINCOLN TO ORME  
(Project No. 468 84177)

NOW, THEREFORE, the parties hereto do mutually agree as follows:

SCOPE OF SERVICES

The ENGINEER shall furnish professional services as required for designing channel improvements for Dry Creek between Lincoln and Orme and to perform the PROJECT tasks outlined in Exhibit A.

II. IN ADDITION, THE ENGINEER AGREES

- A. To provide the various technical and professional services, equipment, material and transportation to perform the tasks as outlined in the SCOPE OF SERVICES (Exhibit A).
- B. To attend meetings with the City and other local, state and federal agencies as necessitated by the SCOPE OF SERVICES.
- C. To make available during regular office hours, all calculations, sketches and drawings such as the CITY may wish to examine periodically during performance of this agreement.
- D. To save and hold CITY harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of ENGINEER, its agents, servants, employees, or subcontractors occurring in the performance of its services under this contract.
- E. To maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred by ENGINEER and, where relevant to method of payment, to make such material available to the CITY.
- F. To comply with all Federal, State and local laws, ordinances and regulations applicable to the work, including Title VI of the Civil Rights Act of 1964, and to comply with the CITY'S Affirmative Action Program as set forth in Exhibit "B" which is attached hereto and adopted by reference as though fully set forth herein.
- G. To accept compensation for the work herein described in such amounts and at such periods as provided in Article IV and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used and services rendered in connection with such work.

H. To complete the services to be performed by ENGINEER within the time allotted for the PROJECT in accordance with Exhibit A; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond control of the ENGINEER.

I. Covenants and represents to be responsible for the professional and technical accuracies and the coordination of all designs, drawings, specifications, plans and/or other work or material furnished by the ENGINEER under this agreement. ENGINEER further agrees, covenants and represents, that all designs, drawings, specifications, plans, and other work or material furnished by ENGINEER, its agents, employees and subcontractors, under this agreement, including any additions, alterations or amendments thereof, shall be free from negligent errors or omissions.

J. ENGINEER shall procure and maintain such insurance as will protect the ENGINEER from damages resulting from the negligent acts of the ENGINEER, its agents, officers, employees and subcontractors in the performance of the professional services rendered under this agreement. Such policy of insurance shall be in an amount not less than \$500,000.00 subject to a deductible of \$10,000.00. In addition, a Workman's Compensation and Employer's Liability Policy shall be procured and maintained. This policy shall include an "all state" endorsement. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Workman's Compensation Law. The liability limit shall be not less than:

Workman's Compensation – Statutory  
Employer's Liability - \$500,000 each occurrence.

Further, a comprehensive general liability policy shall be procured and maintained by the ENGINEER that shall be written in a comprehensive form and shall protect ENGINEER against all claims arising from injuries to persons (other than ENGINEER'S employees) or damage to property of the CITY or others arising out of any negligent act or omission of ENGINEER, its agents, officers, employees or subcontractors in the performance of the professional services under this agreement. The liability limit shall not be less than \$500,000.00 per occurrence for bodily injury, death and property damage. Satisfactory Certificates of Insurance shall be filed with the CITY prior to the time ENGINEER starts any work under this agreement. In addition, insurance policies applicable hereto shall contain a provision that provides that the CITY shall be given thirty (30) days written notice by the insurance company before such policy is substantially changed or canceled.

K. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The ENGINEER agrees to advise the CITY, in writing, of the person(s) designated as Project Manager not later than five (5) days following issuance of the notice to proceed on the work required by this agreement. The ENGINEER shall also advise the CITY of any changes in the person designated Project Manager. Written notification shall be provided to the CITY for any changes exceeding one week in length of time.

### III. THE CITY AGREES:

A. To furnish all available data pertaining to the PROJECT now in the CITY'S files at no cost to the ENGINEER. Confidential materials so furnished will be kept confidential by the ENGINEER.

- B. To provide standards as required for the PROJECT; however, reproduction costs are the responsibility of the ENGINEER, except as specified in Exhibit A.
- C. To pay the ENGINEER for his services in accordance with the requirements of this agreement.
- D. To provide the right-of-entry for ENGINEER'S personnel in performing field surveys and inspections.
- E. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The CITY agrees to advise, the ENGINEER, in writing, of the person(s) designated as Project Manager with the issuance of the notice to proceed on the work required by this agreement. The CITY shall also advise the ENGINEER of any changes in the person(s) designated Project Manager. Written notification shall be provided to the ENGINEER for any changes exceeding one week in length of time.
- F. To examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER in a timely fashion.

#### IV. PAYMENT PROVISIONS

- A. Payment to the ENGINEER for the performance of the professional services required by this agreement shall be made on the basis of the lump sum payment of \$190,000.00 (Concept/Design).

During the progress of work covered by this agreement, partial payments may be made to the ENGINEER at intervals of one calendar month. The progress billings shall be supported by documentation acceptable to the City Engineer which shall include a project bar chart or other suitable progress chart indicating progress on the PROJECT and a record of the time period to complete the work, the time period elapsed, and the time period that remains to complete the work.

Accumulated partial payments for the PROJECT shall be based on milestones in Exhibit A and shall not exceed eighty-five percent (85%) of the total fees for services prior to satisfactory completion of all work required by this agreement

- B. When requested by the CITY, the ENGINEER will enter into a Supplemental Agreement for additional services related to the PROJECT such as, but not limited to:

1. Consultant or witness for the CITY in any litigation, administrative hearing, or other legal proceedings related to the PROJECT.
2. Additional design services not covered by the scope of this agreement.
3. Construction staking, material testing, inspection and administration related to the PROJECT.
4. A major change in the scope of services for the PROJECT.

If additional work should be necessary, the ENGINEER will be given written notice by the CITY along with a request for an estimate of the increase necessary in the not-to-exceed fee for performance of such additions. No additional work shall be performed nor shall additional compensation be paid except on the basis of a Supplemental Agreement duly entered into by the parties.

#### V. THE PARTIES HERETO MUTUALLY AGREE:

- A. That the right is reserved to the CITY to terminate this agreement at any time, upon written notice, in the event the PROJECT is to be abandoned or indefinitely postponed, or because of the ENGINEER'S inability to proceed with the work.

B. That the field notes and other pertinent drawings and documents pertaining to the PROJECT shall become the property of the CITY upon completion or termination of the ENGINEER'S services in accordance with this agreement; and there shall be no restriction or limitation on their further use by the CITY. Provided, however, that CITY shall hold ENGINEER harmless from any and all claims, damages or causes of action which arise out of such further use when such further use is not in connection with the PROJECT.

C. That the services to be performed by the ENGINEER under the terms of this agreement are personal and cannot be assigned, sublet or transferred without specific consent of the CITY.

D. In the event of unavoidable delays in the progress of the work contemplated by this agreement, reasonable extensions in the time allotted for the work will be granted by the CITY, provided, however, that the ENGINEER shall request extensions, in writing, giving the reasons therefor.

E. It is further agreed that this agreement and all contracts entered into under the provisions of this agreement shall be binding upon the parties hereto and their successors and assigns.

F. Neither the CITY'S review, approval or acceptance of, nor payment for, any of the work or services required to be performed by the ENGINEER under this agreement shall be construed to operate as a waiver of any right under this agreement or any cause of action arising out of the performance of this agreement.

G. The rights and remedies of the CITY provided for under this agreement are in addition to any other rights and remedies provided by law.

H. It is specifically agreed between the parties executing this contract, that it is not intended by any of the provisions of any part of this contract to create the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for damages pursuant to the terms or provisions of this contract.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this agreement as of the date first written above.

CITY OF WICHITA  
Carlos Mayans, Mayor

SEAL:

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:  
Gary Rebenstorf, Director of Law

BLACK & VEATCH CORPORATION  
(Name & Title)

ATTEST:

## Scope of Services

### Dry Creek Channel Improvements, Lincoln to Orme

Upon receiving the notice-to-proceed from the City, the Consulting Engineer will provide the following services. The scope of services covers only the work through the design and bid phases of the project. Construction phase services will be negotiated upon award of the construction project.

#### 1.0 General Project Services

The general project services include services that continue throughout the duration of the project and are not necessarily associated with a particular project phase.

##### 1.1 Project Communication

- Project updates will be completed on a monthly basis. The updates will be in the form of a written summary delivered to the City by email.
- Project meetings will be held as requested by City, not to be more frequently than monthly, to present the current progress of the project to the City. These meetings will also be used to discuss and make decisions regarding issues encountered during the project. Key City attendees will be identified prior to the meeting so that the attendees can attend the meetings.
- Project schedules will be updated monthly and delivered to the City with one of the weekly progress reports.

#### 2.0 Field Investigations

Field investigations including topographic surveying, geotechnical site investigations and environmental surveys will be performed and used for the succeeding preliminary engineering for the project.

##### 2.1 Topographic Survey

Topographic survey as defined in the following sub-tasks will be completed for the area outlined on the attached map. Additional topographic survey required for the project areas not shown on the attached map will be negotiated as an addendum to this contract.

###### 2.1.1 Property Owner Notification

A bulk mailing will be distributed to approximately 100 properties impacted by the field survey. The document will be developed and submitted to the City of Wichita for final approval. The notification document will be distributed a minimum of five (5) days prior to beginning any fieldwork. This mailing will include a description of the Project, estimated working days, and contact information. Survey vehicles will also carry copies of the letter to be distributed to property owners upon request.

### 2.1.2 Project Research

Preliminary research and data collection will be performed for the purpose of obtaining section corner information. This task will include collection of Sedgwick County control information, property deeds, subdivision plats, and available utility information. This task will precede any fieldwork and the information will be used to establish the required field control network.

### 2.1.3 Ownerships and Easements

Ownership and encumbrance reports will be obtained for the properties within and adjacent to the proposed stream improvements (approximately 50 properties). The ownership and encumbrance reports will be reviewed and all pertinent information plotted as part of the survey drawing.

Tract maps for easements and partial right-of-way takings will be prepared as needed. This activity is considered part of the Conceptual Design Phase.

Right-of-way Purchase Boundary Surveys and monument marking will be ordered as needed, and is considered part of the Final Design Phase.

### 2.1.4 Establish Vertical and Horizontal Control

A Vertical & Horizontal Control network will be established to cover the project area located in the northwest quarter of Section 25 and the south half of Section 24, all in Township 27 South, Range 1 East of the 6th P.M. This control network will be developed utilizing the current City of Wichita benchmarks. Section corners will be located, horizontal control points will be set and temporary benchmark locations will be established throughout the project areas for use during the design and construction phases of the project. Vertical control points will be set and referenced for incorporation into the plan sets.

### 2.1.5 Boundary Survey of Proposed Project Site

a. Boundary work will be performed in the areas along Dry Creek, from just upstream of Orme, to downstream of Lincoln. This information will be used by the surveyor when instructed to write legal descriptions for easements needed along the project reach.

b. Legal descriptions and exhibits (signed and sealed by a Kansas Registered Land Surveyor) for individual land acquisition and easements will be provided for inclusion with the City documents for filing. The surveyor will provide coordinates for the corners of all legal descriptions and field stake the description if requested.

### 2.1.6 Topographical Survey of Project Area

The following activities will be completed as part of the topographic survey for the projects listed above.

- a. Contact utility companies to mark existing facilities within the project limits. Survey the marked location of the facilities. The locations of field utilities will be coordinated with Kansas One Call for inclusion with the topographic drawing. Meetings with impacted utility companies will be coordinated and established as necessary to determine possible conflicts with the design of this project. At a minimum, Water, Electric, Gas, Phone, and Cable providers will be contacted. All identified utilities will be shown on the final drawing.
- b. Locate existing sanitary sewers and existing storm drainage pipes within the project limits to a point one structure beyond the project limits. This information will be collected for surrounding facilities as they impact the design of the Project. Inlet and manhole locations, flow lines, material type, and XYZ coordinates will be collected for the structures.
- c. For the project area, topographical data will be collected by conventional means to provide an accurate map for this portion of the project. The mapping will result in a topographic map with one-foot contours. The limits will include 100 feet north of Orme, and 100 feet south of Lincoln. Trees in project areas will be located if 12" caliper or greater. Smaller trees in wooded areas will be outlined by timber limits.
- d. A stream thalweg will be included in the survey delivery.
- e. Low opening elevations for approximately 100 Structures in the floodplain will be surveyed.

#### 2.1.7 Locate Geotechnical Investigation Sites

This task includes field location subsurface boring, test pits, etc., as instructed by the engineer. The locations will be staked with a centerline pin and location number and elevation marked on the stake. An X, Y, Z report of all points staked/located will be provided to the engineer. This task will include approximately 6 points.

### 2.2 Geotechnical Site Investigation

In order to perform the preliminary and final design of the Dry Creek Improvements, geotechnical site investigations will be performed to characterize the soil and rock conditions in the project area.

#### 2.2.1 Soil and Rock Investigations

- Soil borings and rock coring. Borings are necessary to study the rock mass characteristics, collect samples for laboratory testing, and determine the extent of various soil and rock units.
- Local/Site Geology issues will be identified.

#### 2.2.2 Laboratory Soils Testing

Laboratory testing will be performed on samples collected from the borings to study the compressibility and strength characteristics of the soils and rock underlying the project area.

### 3.0 Dry Creek Improvements – Concept Plan

The concept plan phase of the project will include hydraulic, hydrologic, and geomorphic investigations including modeling, as well as value planning workshops. These activities will lead to a Concept Plan Report.

### 3.1 Field Information Review

A review of the field investigations will be completed to ensure that the information necessary to complete a final design has been compiled.

#### 3.1.1 Stakeholder Meetings

The Consulting Engineer will meet and/or correspond with the area businesses, DAB, the City's Design Council, City staff, and the City Council to determine the project's scope of improvements, and the design criteria.

### 3.2 Hydrologic Modeling

It is understood that the existing Dry Creek is under review by FEMA. The existing study will be made available to the Consulting Engineer for use in improvement calculations. Updates to the Dry Creek hydrology will be supplied to the Consultant Engineer prior to the completion of the Concept Plan. Any revisions to the design or CLOMR/LOMR process because of revised Dry Creek Basin hydrology data changes after the Concept Plan has been approved will be negotiated as an amendment to this contract.

### 3.3 Existing Hydraulic Model Update

The existing hydraulic model being developed for the FEMA flood mapping of Dry Creek will be reviewed, and will be updated with the new topographic survey and structure information.

### 3.4 Edgemoor St. Culvert Investigation

The effects of replacing the existing Edgemoor St. culvert with a culvert that matches the culvert running beneath the V.A. Hospital property will be investigated to determine possible downstream effects.

This scope does not include the design of the replacement culvert under Edgemoor St., but rather an investigation of the effects on the downstream reaches of replacing the culvert.

#### 3.4.1 Edgemoor St. Culvert Hydrology

The hydrologic models of the watershed will be altered, if necessary, to model possible attenuation of the flood wave caused by the Edgemoor St. culvert.

#### 3.4.2 Edgemoor St. Culvert Hydraulics

The hydraulic (HEC-RAS) model of the Edgemoor St. culvert will be analyzed and possibly modified to model possible attenuation of the flood wave caused by the culvert.

#### 3.4.3 Edgemoor St. Culvert Report

The results of the hydrologic and hydraulic analysis will be presented in a report to the City, along with an analysis of the hydrologic and hydraulic effects of replacement of the culvert. Hydrologic and hydraulic models created by Black & Veatch for this task will be made available to the City upon request.



### 3.5 Value Planning Workshop #1

A value planning workshop will be planned and scheduled to allow for maximum participation by City agencies. The goal of this workshop will be the development of up to five (5) conceptual alternatives and to identify true constraints. These alternatives will be analyzed by the consulting team and ranked according to their construction cost and ability to reduce flooding and provide stream stability. A subconsultant of Black & Veatch will be included in the value planning workshop to facilitate a productive meeting that produces viable alternatives.

### 3.6 Alternatives Analysis

The alternatives developed in the value planning workshop #1 will be investigated using the hydraulic model HEC-RAS, and the overall impacts of each alternative will be considered and weighed against the other alternatives.

### 3.7 Draft Concept Plan Report

A report detailing the results of the alternatives analysis will be completed and delivered to the city. Five (5) copies of the report will be delivered along with an electronic submittal. The conceptual plan report will include a recommendation to the City on which alternative should be pursued.

### 3.8 Draft Concept Plan Review

The Draft Concept Plan Report will be reviewed by the City, and the Consultant Engineer will address any city concerns and comments.

#### 3.8.1 Review Meeting

A Draft Concept Plan Review Meeting will be planned and scheduled to allow for maximum participation by City agencies. The purpose of this meeting will be to discuss City comments to the Concept Plan Report and to reach consensus with the City on the recommended alternative.

#### 3.8.2 Final Concept Plan Report

The Final Concept Plan Report will be submitted to the City. This final report will address City comments on the draft report.

### 4.0 Final Engineering

The Final Engineering phase of the project will begin once a consensus on an alternative design has been reached among the City agencies and the Engineer. The Final Engineering phase will include Field Check Plans, Office Check Plans, and Final Plans.

#### 4.1 Public Meeting #1

Public Meeting #1 will update the adjacent and affected property owners about the project and identify issues related to the Dry Creek Improvements. The Consulting Engineer will assist the City with the design of a meeting notice and the City would be responsible for mailing or notifying the public about the meeting. The Consulting Engineer will assist the City with the presentation at the public meeting and will supply the necessary graphics for the meeting.

#### 4.2 Hydraulic Modeling

The selected alternative will be further developed in a hydraulic model (HEC-RAS) to address design details and incorporate City and public comments. Plan and profile sheets will be developed, as well as cross-sections on a representative increment.

#### 4.3 Public Agency Workshop

The Consulting Engineer will coordinate and invite members from permitting agencies to review the proposed alternative and approach. Comments from the agencies will be incorporated into the plans for the project.

#### 4.4 Field Check Plans

Field Check Plans will be made available to the City at the 60% completion stage. Five (5) copies of full-size plans will be made available. Review comments from the City will be submitted to the Engineer shortly thereafter.

#### 4.5 Second Public Meeting

The consulting engineer will assist the City with the design of a meeting notice and the City will be responsible for mailing or notifying the public about the meeting. The meeting will present the public with a preliminary design, as well as input from the City and other agencies. The City would be responsible for identifying a location and time for the meeting. The Consulting Engineer will assist the City with the presentation at the public meeting and will supply the necessary graphics for the meeting.

#### 4.6 Office Check Plans

Office Check Plans will be made available to the City at the 90% completion stage. Five (5) copies of full-size plans will be made available. In addition, 90% specifications will be delivered to the City at the same date.

#### 4.7 Utility Coordination

The Consulting Engineer will facilitate a utility coordination meeting to be held at the City at the 90% design stage. Invitations to the utilities will be made by the City. Individual meetings with appropriate utilities will be held throughout the final engineering phase to minimize and coordinate conflicts. The meeting will be used to present the near final plans to the agencies for review.

#### 4.8 Final Plans

The Consulting Engineer will incorporate City comments on the Office Check Plans. Five (5) copies of full-size final plans will be made available to the City. Five (5) copies of specifications will be delivered to the City at the same time.

#### 5.0 Permitting

The Consulting Engineer will prepare permit application submittals for the following so that the City can obtain the appropriate approvals for the Clear Creek Lake project: NPDES permit, Department of Army Section 404 permit compliance, and the State of Kansas, Division of Water Resources Stream Obstruction permit.

#### 5.1 NPDES Notice of Intent for Stormwater Runoff from Construction Activities

Prepare the KDHE Notice of Intent form and a stormwater pollution prevention plan (sediment and erosion control plan/best management practices plan) for the project. A draft and final version of the plan including sampling map, narrative, tables, and appendices will be prepared. The City will be responsible for any applicable permit fees.

#### 5.2 Department of the Army Section 404 Permit

The permit application for a Department of the Army Section 404 permit will be completed and delivered to the City for signature and submission to the U.S. Army Corps of Engineers.

#### 5.3 State of Kansas Division of Water Resources Permit

Information for the combined permit application for water appropriations and stream obstructions (Form DWR 1-102) will be compiled from other reports and calculations completed as part of this project and formatted according to the submittal requirements of KDWR. The combined permit application for water appropriations and stream obstructions (Form DWR 1-102) will be completed and delivered to the City for signature and submission to the Kansas Division of Water Resources (KDWR). The City will be responsible for the permit fees.

#### 5.4 FEMA Mapping Regulations

A Conditional Letter of Map Revision (CLOMR) and Letter of Map Revision (LOMR) for the proposed improvements will be submitted to FEMA for review and approval. The City will provide the latest available copy of the Dry Creek Flood Study (DCFS), currently being reviewed by FEMA, to the Consulting Engineer for the purposes of preparing the CLOMR and LOMR.

##### 5.4.1 CLOMR Preparation

A CLOMR will be prepared and delivered to the City for submittal to FEMA based upon the Final Dry Creek Design improvements. This CLOMR will be prepared following the Final Design phase of the project.

##### 5.4.2 LOMR Preparation

A LOMR will be prepared and delivered to the City for submittal to FEMA based upon the constructed improvements and responses from FEMA to the CLOMR. This LOMR will be prepared following construction of Dry Creek improvements.

#### 5.5 Client Review and Agency Submittal

Engineer will prepare 3 draft copies of the permit applications for City review prior to submittal to the agencies. Transmittal documents and 10 copies of the final application documents will be prepared for signature, agency submittal, and project team distribution.

#### 5.6 Post-Submittal Support

Engineer will perform the tasks below following submittal of the applications.

#### 5.5.1 Respond to Additional Information Requests

Engineer will develop or assist the City in developing the information necessary to render the applications complete. Engineer will prepare transmittal documents and copies of the information for signature and submittal. This task does not include attending public meetings or procedural hearings should they be required as part of the permitting process. Attendance by the Consulting Engineer at these events will be completed as an additional service to this contract.

#### 5.5.2 Review/Comment of Draft Permits

Engineer will review the draft permits issued for the project simultaneously with the City for consistency with the applications, and appropriateness of permit conditions.

### 6.0 Bidding Phase Services

The Consulting Engineer will attend a pre-bid meeting facilitated by the City during this process. The Consulting Engineer will attend the bid opening for the project. The Consulting Engineer will provide the City with an Engineer's Estimate prior to the bid opening. The Consulting Engineer will answer questions regarding the project during the bid process. The consulting engineer has allotted a total of 16 hours each for 3 key project team members to answer questions. If the time required to answer the questions exceeds this limit, the Consulting Engineer will notify the City and request authorization to invoice the additional time as an additional service, prior to answering the question.

### 7.0 Project Schedule

Concept Plans: October 2006

Field Check Plans: February 2007

Office Check Plans: May 2007

Final Plans: July 2007

## **Agenda Item No. 8c.**

City of Wichita  
City Council Meeting  
June 13, 2006

Agenda Report No. 06-0618

TO: Mayor and City Council Members

SUBJECT: Gypsum Creek Channel Improvements Between Rock Road and  
Eastern Avenue  
(District II)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Agreement and Resolution.

Background: The 2005-2014 Capital Improvement Program adopted by the City Council includes funding for improving the natural channel of Gypsum Creek between Rock Road and Eastern Avenue by constructing a low flow channel with a grassed over bank area. Constructing this project would lower flood elevations in this area by 2 to 4 feet.

Analysis: The proposed Agreement between the City and HNTB Corporation provides for the final design of channel improvements on Gypsum Creek from Rock Road to Eastern Avenue and includes updating the FEMA flood model for the improvements in Kellogg. The Staff Screening and Selection Committee selected HNTB Corporation for the final design on March 10, 2006.

Financial Considerations: The budget contained in the Storm Water Utility CIP is \$1,200,000 dollars. The estimated design for the project is \$200,000. Payment to HNTB Corporation will be on a lump sum basis of \$177,255 and will be paid by General Obligation Revenue Bonds. The remaining funds will be utilized for right-of-way acquisition as identified through the design process.

Goal Impact: This project addresses the Ensure Efficient Infrastructure goal by improving stormwater channel conveyance and reduces potential flood losses.

Legal Considerations: The Agreement has been approved as to legal form by the Law Department.

Recommendations/Actions: It is recommended that the City Council approve the design Agreement, adopt the Resolution and authorize the necessary signatures.

Attachments: Agreement

AGREEMENT for PROFESSIONAL SERVICES between THE CITY OF WICHITA, KANSAS, and HNTB CORPORATION for GYPSUM CREEK CHANNEL IMPROVEMENTS, ROCK ROAD TO EASTERN AVENUE.

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2006, by and between the CITY OF WICHITA, KANSAS, party of the first part, hereinafter called the "CITY" and HNTB CORPORATION, party of the second part, hereinafter called the "ENGINEER".

WITNESSETH: That

WHEREAS, the CITY intends to construct;

GYPSUM CREEK CHANNEL IMPROVEMENTS,  
ROCK ROAD TO EASTERN AVENUE  
(Project No. 468 84178)

NOW, THEREFORE, the parties hereto do mutually agree as follows:

I. SCOPE OF SERVICES

The ENGINEER shall furnish professional services as required for designing channel improvements for Gypsum Creek between Rock Road and Eastern Avenue and to perform the PROJECT tasks outlined in Exhibit A.

II. IN ADDITION, THE ENGINEER AGREES

A. To provide the various technical and professional services, equipment, material and transportation to perform the tasks as outlined in the SCOPE OF SERVICES (Exhibit A).

B. To attend meetings with the City and other local, state and federal agencies as necessitated by the SCOPE OF SERVICES.

C. To make available during regular office hours, all calculations, sketches and drawings such as the CITY may wish to examine periodically during performance of this agreement.

D. To save and hold CITY harmless against all judgments, damages and losses for injuries to persons or property arising from or caused by negligent errors, omissions or acts of ENGINEER, its agents, servants, employees, or subcontractors occurring in the performance of its services under this contract.

E. To maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred by ENGINEER and, where relevant to method of payment, to make such material available to the CITY.

F. To comply with all Federal, State and local laws, ordinances and regulations applicable to the work, including Title VI of the Civil Rights Act of 1964, and to comply with the CITY'S Affirmative Action Program as set forth in Exhibit "B" which is attached hereto and adopted by reference as though fully set forth herein.

G. To accept compensation for the work herein described in such amounts and at such periods as provided in Article IV and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used and services rendered in connection with such work.

H. To complete the services to be performed by ENGINEER within the time allotted for the PROJECT in accordance with Exhibit A; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond control of the ENGINEER.

I. Covenants and represents to be responsible for the professional and technical accuracies and the coordination of all designs, drawings, specifications, plans and/or other work or material furnished by the ENGINEER under this agreement. ENGINEER further agrees, covenants and represents, that all designs, drawings, specifications, plans, and other work or material furnished by ENGINEER, its agents, employees and subcontractors, under this agreement, including any additions, alterations or amendments thereof, shall be free from negligent errors or omissions.

J. ENGINEER shall procure and maintain such insurance as will protect the ENGINEER from damages resulting from the negligent acts of the ENGINEER, its agents, officers, employees and subcontractors in the performance of the professional services rendered under this agreement. Such policy of insurance shall be in an amount not less than \$500,000.00 subject to a deductible of \$100,000.00. In addition, a Workman's Compensation and Employer's Liability Policy shall be procured and maintained. This policy shall include an "all state" endorsement. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Workman's Compensation Law. The liability limit shall be not less than:

Workman's Compensation – Statutory  
Employer's Liability - \$500,000 each occurrence.

Further, a comprehensive general liability policy shall be procured and maintained by the ENGINEER that shall be written in a comprehensive form and shall protect ENGINEER against all claims arising from injuries to persons (other than ENGINEER'S employees) or damage to property of the CITY or others arising out of any negligent act or omission of ENGINEER, its agents, officers, employees or subcontractors in the performance of the professional services under this agreement. The liability limit shall not be less than \$500,000.00 per occurrence for bodily injury, death and property damage. Satisfactory Certificates of Insurance shall be filed with the CITY prior to the time ENGINEER starts any work under this agreement. In addition, insurance policies applicable hereto shall contain a provision that provides that the CITY shall be given thirty (30) days written notice by the insurance company before such policy is substantially changed or canceled.

K. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The ENGINEER agrees to advise the CITY, in writing, of the person(s) designated as Project Manager not later than five (5) days following issuance of the notice to proceed on the work required by this agreement. The ENGINEER shall also advise the CITY of any changes in the person designated Project Manager. Written notification shall be provided to the CITY for any changes exceeding one week in length of time.

### III. THE CITY AGREES:

- A. To furnish all available data pertaining to the PROJECT now in the CITY'S files at no cost to the ENGINEER. Confidential materials so furnished will be kept confidential by the ENGINEER.
- B. To provide standards as required for the PROJECT; however, reproduction costs are the responsibility of the ENGINEER, except as specified in Exhibit A.
- C. To pay the ENGINEER for his services in accordance with the requirements of this agreement.
- D. To provide the right-of-entry for ENGINEER'S personnel in performing field surveys and inspections.
- E. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The CITY agrees to advise, the ENGINEER, in writing, of the person(s) designated as Project Manager with the issuance of the notice to proceed on the work required by this agreement. The CITY shall also advise the ENGINEER of any changes in the person(s) designated Project Manager. Written notification shall be provided to the ENGINEER for any changes exceeding one week in length of time.
- F. To examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER in a timely fashion.

### IV. PAYMENT PROVISIONS

- A. Payment to the ENGINEER for the performance of the professional services required by this agreement shall be made on the basis of the lump sum payment of \$177,255.00 (Concept/Design).

During the progress of work covered by this agreement, partial payments may be made to the ENGINEER at intervals of one calendar month. The progress billings shall be supported by documentation acceptable to the City Engineer which shall include a project bar chart or other suitable progress chart indicating progress on the PROJECT and a record of the time period to complete the work, the time period elapsed, and the time period that remains to complete the work.

Accumulated partial payments for the PROJECT shall be based on milestones in Exhibit A and shall not exceed eighty-five percent (85%) of the total fees for services prior to satisfactory completion of all work required by this agreement

- B. When requested by the CITY, the ENGINEER will enter into a Supplemental Agreement for additional services related to the PROJECT such as, but not limited to:

- 1. Consultant or witness for the CITY in any litigation, administrative hearing, or other legal proceedings related to the PROJECT.
- 2. Additional design services not covered by the scope of this agreement.
- 3. Construction staking, material testing, inspection and administration related to the PROJECT.
- 4. A major change in the scope of services for the PROJECT.

If additional work should be necessary, the ENGINEER will be given written notice by the CITY along with a request for an estimate of the increase necessary in the not-to-exceed fee for performance of such additions. No additional work shall be performed nor shall additional compensation be paid except on the basis of a Supplemental Agreement duly entered into by the parties.



V. THE PARTIES HERETO MUTUALLY AGREE:

A. That the right is reserved to the CITY to terminate this agreement at any time, upon written notice, in the event the PROJECT is to be abandoned or indefinitely postponed, or because of the ENGINEER'S inability to proceed with the work.

B. That the field notes and other pertinent drawings and documents pertaining to the PROJECT shall become the property of the CITY upon completion or termination of the ENGINEER'S services in accordance with this agreement; and there shall be no restriction or limitation on their further use by the CITY. Provided, however, that CITY shall hold ENGINEER harmless from any and all claims, damages or causes of action which arise out of such further use when such further use is not in connection with the PROJECT.

C. That the services to be performed by the ENGINEER under the terms of this agreement are personal and cannot be assigned, sublet or transferred without specific consent of the CITY.

D. In the event of unavoidable delays in the progress of the work contemplated by this agreement, reasonable extensions in the time allotted for the work will be granted by the CITY, provided, however, that the ENGINEER shall request extensions, in writing, giving the reasons therefor.

E. It is further agreed that this agreement and all contracts entered into under the provisions of this agreement shall be binding upon the parties hereto and their successors and assigns.

F. Neither the CITY'S review, approval or acceptance of, nor payment for, any of the work or services required to be performed by the ENGINEER under this agreement shall be construed to operate as a waiver of any right under this agreement or any cause of action arising out of the performance of this agreement.

G. The rights and remedies of the CITY provided for under this agreement are in addition to any other rights and remedies provided by law.

H. It is specifically agreed between the parties executing this contract, that it is not intended by any of the provisions of any part of this contract to create the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for damages pursuant to the terms or provisions of this contract.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this agreement as of the date first written above.

CITY OF WICHITA  
Carlos Mayans, Mayor

SEAL:

ATTEST:  
Karen Sublett, City Clerk

APPROVED AS TO FORM:  
Gary Rebenstorf, Director of Law

HNTB CORPORATION  
(Name & Title)  
ATTEST:

## **Agenda Item No. 8d.**

City of Wichita  
City Council Meeting  
June 13, 2006

Agenda Report No. 06-0619

TO: Mayor and City Council Members

SUBJECT: Design Agreement for Waterman, Arkansas River to Washington Improvements (District I)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Agreement.

Background: On May 16, 2006, the City Council approved a project to construct Phase I drainage and paving improvements at Waterman between the Arkansas River and Main Street. A 48" waterline will also be installed as part of the project. Professional Engineering Consultants, P.A. (PEC) has been selected to provide the construction plans for the Phase I improvements and Phase II improvements between Main and Washington.

Analysis: The proposed Agreement between the City and PEC provides for designing the storm drain, waterline and Waterman paving improvements from the Arkansas River to Washington.

Financial Considerations: Payment to PEC will be on a lump sum basis of \$595,418, and will be paid by General Obligation bonds and Water Utility funds.

Goal Impact: This Agreement addresses the Efficient Infrastructure goal by providing the engineering design services needed to provide viable transportation and water utility systems for the community and the Dynamic Core Area and Vibrant Neighborhoods Goal by improving vehicular access and drainage for the new sports arena.

Legal Considerations: The Agreement has been approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council approve the Agreement and authorize the necessary signatures.

Attachment: Agreement.

AGREEMENT for PROFESSIONAL SERVICES between THE CITY OF WICHITA, KANSAS, and PROFESSIONAL ENGINEERING CONSULTANTS, P.A., for 48" WATER MAIN, ARENA DRAINAGE & WATERMAN, MAIN TO WASHINGTON

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2006, by and between the CITY OF WICHITA, KANSAS, party of the first part, hereinafter called the "CITY" and PROFESSIONAL ENGINEERING CONSULTANTS, P.A., party of the second part, hereinafter called the "ENGINEER".

WITNESSETH: That

WHEREAS, the CITY intends to construct;

48" WATER MAIN, ARENA DRAINAGE  
& WATERMAN, MAIN TO WASHINGTON

NOW, THEREFORE, the parties hereto do mutually agree as follows:

SCOPE OF SERVICES

The ENGINEER shall furnish professional services as required for designing improvements and to perform the PROJECT tasks outlined in Exhibit A.

II. IN ADDITION, THE ENGINEER AGREES

A. To provide the various technical and professional services, equipment, material and transportation to perform the tasks as outlined in the SCOPE OF SERVICES (Exhibit A).

B. To attend meetings with the City and other local, state and federal agencies as necessitated by the SCOPE OF SERVICES.

C. To make available during regular office hours, all calculations, sketches and drawings such as the CITY may wish to examine periodically during performance of this agreement.

D. To save and hold CITY harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of ENGINEER, its agents, servants, employees, or subcontractors occurring in the performance of its services under this contract.

E. To maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred by ENGINEER and, where relevant to method of payment, to make such material available to the CITY.

F. To comply with all Federal, State and local laws, ordinances and regulations applicable to the work, including Title VI of the Civil Rights Act of 1964, and to comply with the CITY'S Affirmative Action Program as set forth in Exhibit "B" which is attached hereto and adopted by reference as though fully set forth herein.

G. To accept compensation for the work herein described in such amounts and at such periods as provided in Article IV and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used and services rendered in connection with such work.

H. To complete the services to be performed by ENGINEER within the time allotted for the PROJECT in accordance with Exhibit A; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond control of the ENGINEER.

I. Covenants and represents to be responsible for the professional and technical accuracies and the coordination of all designs, drawings, specifications, plans and/or other work or material furnished by the ENGINEER under this agreement. ENGINEER further agrees, covenants and represents, that all designs, drawings, specifications, plans, and other work or material furnished by ENGINEER, its agents, employees and subcontractors, under this agreement, including any additions, alterations or amendments thereof, shall be free from negligent errors or omissions.

J. ENGINEER shall procure and maintain such insurance as will protect the ENGINEER from damages resulting from the negligent acts of the ENGINEER, its agents, officers, employees and subcontractors in the performance of the professional services rendered under this agreement. Such policy of insurance shall be in an amount not less than \$500,000.00 subject to a deductible of \$100,000.00. In addition, a Workman's Compensation and Employer's Liability Policy shall be procured and maintained. This policy shall include an "all state" endorsement. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Workman's Compensation Law. The liability limit shall be not less than:

Workman's Compensation – Statutory  
Employer's Liability - \$500,000 each occurrence.

Further, a comprehensive general liability policy shall be procured and maintained by the ENGINEER that shall be written in a comprehensive form and shall protect ENGINEER against all claims arising from injuries to persons (other than ENGINEER'S employees) or damage to property of the CITY or others arising out of any negligent act or omission of ENGINEER, its agents, officers, employees or subcontractors in the performance of the professional services under this agreement. The liability limit shall not be less than \$500,000.00 per occurrence for bodily injury, death and property damage. Satisfactory Certificates of Insurance shall be filed with the CITY prior to the time ENGINEER starts any work under this agreement. In addition, insurance policies applicable hereto shall contain a provision that provides that the CITY shall be given thirty (30) days written notice by the insurance company before such policy is substantially changed or canceled.

K. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The ENGINEER agrees to advise the CITY, in writing, of the person(s) designated as Project Manager not later than five (5) days following issuance of the notice to proceed on the work required by this agreement. The ENGINEER shall also advise the CITY of any changes in the person designated Project Manager. Written notification shall be provided to the CITY for any changes exceeding one week in length of time.

### III. THE CITY AGREES:

A. To furnish all available data pertaining to the PROJECT now in the CITY'S files at no cost to the ENGINEER. Confidential materials so furnished will be kept confidential by the ENGINEER.

B. To provide standards as required for the PROJECT; however, reproduction costs are the responsibility of the ENGINEER, except as specified in Exhibit A.

C. To pay the ENGINEER for his services in accordance with the requirements of this agreement.

D. To provide the right-of-entry for ENGINEER'S personnel in performing field surveys and inspections.

E. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The CITY agrees to advise, the ENGINEER, in writing, of the person(s) designated as Project Manager with the issuance of the notice to proceed on the work required by this agreement. The CITY shall also advise the ENGINEER of any changes in the person(s) designated Project Manager. Written notification shall be provided to the ENGINEER for any changes exceeding one week in length of time.

F. To examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER in a timely fashion.

#### IV. PAYMENT PROVISIONS

A. Payment to the ENGINEER for the performance of the professional services required by this agreement shall be made on the basis of the lump sum fee amount specified below:

Project No. 448 90182 (Water)	\$370,500.00 (lump sum)
Project No. 468 84167 (Drainage)	\$ 43,000.00 (lump sum)
Project No. 472 84414 (Paving)	\$181,918.00 (not to exceed)
TOTAL	\$595,418.00

Accumulated partial payments for the PROJECT shall be based on milestones in Exhibit A and shall not exceed eighty-five percent (85%) of the total fees for services prior to satisfactory completion of all work required by this agreement.

B. When requested by the CITY, the ENGINEER will enter into a Supplemental Agreement for additional services related to the PROJECT such as, but not limited to:

1. Consultant or witness for the CITY in any litigation, administrative hearing, or other legal proceedings related to the PROJECT.
2. Additional design services not covered by the scope of this agreement.
3. Construction staking, material testing, inspection and administration related to the PROJECT.
4. A major change in the scope of services for the PROJECT.

If additional work should be necessary, the ENGINEER will be given written notice by the CITY along with a request for an estimate of the increase necessary in the not-to-exceed fee for performance of such additions. No additional work shall be performed nor shall additional compensation be paid except on the basis of a Supplemental Agreement duly entered into by the parties.

#### V. THE PARTIES HERETO MUTUALLY AGREE:

A. That the right is reserved to the CITY to terminate this agreement at any time, upon written notice, in the event the PROJECT is to be abandoned or indefinitely postponed, or because of the ENGINEER'S inability to proceed with the work.

B. That the field notes and other pertinent drawings and documents pertaining to the PROJECT shall become the property of the CITY upon completion or termination of the ENGINEER'S services in accordance with this agreement; and there shall be no restriction or limitation on their further use by the CITY. Provided, however, that CITY shall hold ENGINEER harmless from any and all claims, damages or causes of action which arise out of such further use when such further use is not in connection with the PROJECT.

C. That the services to be performed by the ENGINEER under the terms of this agreement are personal and cannot be assigned, sublet or transferred without specific consent of the CITY.

D. In the event of unavoidable delays in the progress of the work contemplated by this agreement, reasonable extensions in the time allotted for the work will be granted by the CITY, provided, however, that the ENGINEER shall request extensions, in writing, giving the reasons therefor.

E. It is further agreed that this agreement and all contracts entered into under the provisions of this agreement shall be binding upon the parties hereto and their successors and assigns.

F. Neither the CITY'S review, approval or acceptance of, nor payment for, any of the work or services required to be performed by the ENGINEER under this agreement shall be construed to operate as a waiver of any right under this agreement or any cause of action arising out of the performance of this agreement.

G. The rights and remedies of the CITY provided for under this agreement are in addition to any other rights and remedies provided by law.

H. It is specifically agreed between the parties executing this contract, that it is not intended by any of the provisions of any part of this contract to create the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for damages pursuant to the terms or provisions of this contract.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this agreement as of the date first written above.

BY ACTION OF THE CITY COUNCIL

Carlos Mayans, Mayor

SEAL:

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary Rebenstorf, Director of Law

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.  
(Name & Title)

ATTEST:

## **Agenda Item No. 9a.**

CITY OF WICHITA  
City Council Meeting  
June 13, 2006

Agenda Report No. 06-0619 A

TO: Mayor and City Council

SUBJECT: Partial Acquisition of Land in the Southeast Corner of Maple Street  
and 151st Street West (District V)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: The 2005-2014 Capital Improvement Program adopted by the City Council includes a project to improve 151st St. West between Kellogg and Maple in 2012. In the interim, it is proposed that the unpaved section of 151st Street between Maple and ½ mile south of Maple be paved to a two-lane asphalt mat standard. A partial acquisition containing 1,200 square feet from the property located at the southeast corner of Maple and 151st is necessary to match the grade at Maple and improve traffic visibility. Construction is planned to begin next summer.

Analysis: The land was appraised at \$900.00, or \$0.75 per square foot. An estimate to reset the existing fence was obtained. The owner was offered \$2,525.00 and accepted.

Financial Considerations: A budget of \$2,925.00 is requested for the acquisition. This amount includes \$2,525.00 for the acquisition and \$400.00 for closing costs and title insurance. The funding source is General Obligation Bonds.

Goal Impact: The acquisition of this parcel is necessary to ensure efficient infrastructure as this area is rapidly growing.

Legal Considerations: The Law Department has approved the contract as to form.

Recommendation/Action: It is recommended that the City Council 1) Approve the Real Estate Purchase Contract; 2) Approve the budget and 3) Authorize the necessary signatures.

## **Agenda Item No. 9b.**

CITY OF WICHITA  
City Council Meeting  
June 13, 2006

Agenda Report No. 06-0620

TO: Mayor and City Council

SUBJECT: Partial Acquisition of Land for Right-of-Way in the 7800 Block of  
West 37th Street North (District V)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: In January 2006, staff was instructed to pursue acquisition of several tracts of land for roadway and storm water drainage improvements along West 37th Street between Ridge Road and Tyler Road. There are five tracts required for the project. These are strip acquisitions along the north line of three residentially zoned parcels and two commercially zoned parcels. The owners of the commercial parcels have agreed to donate the necessary right-of-way and easements. On April 25, 2006 the City Council approved acquisition of the residential properties through eminent domain and staff was instructed to continue the negotiations. This particular tract impacted by the project is approximately 18.6 acres of vacant agricultural land along the south side of 37th Street, west of 7817 West 37th Street. A strip containing 23,105.1 square feet is required.

Analysis: The agricultural tract was appraised at \$10,300 (\$.315 per square foot). The owner presented comparable sales supporting up to \$1.00 per square foot. The owner has agreed to sell the 23,105 square foot strip for \$23,105 or \$1.00 per square foot.

Financial Considerations: A budget of \$23,905 is requested for the acquisition. This amount includes \$23,105 for the acquisition and \$800 for closing costs and title insurance. The funding source is General Obligation Bonds and Federal Grants administered by the Kansas Department of Transportation.

Goal Impact: The acquisition of this parcel is necessary to ensure efficient infrastructure as this area is rapidly growing.

Legal Considerations: The Law Department has approved the contract as to form.



Recommendation/Action: It is recommended that the City Council 1) Approve the Real Estate Purchase Contract; 2) Approve the budget and 3) Authorize the necessary signatures.

## **Agenda Item No. 11.**

City of Wichita  
City Council Meeting  
June 13, 2006

Agenda Report No. 06-0621

TO: Mayor and City Council

SUBJECT: Design Services for Chapin Park (District III)

INITIATED BY: Department of Park and Recreation

AGENDA: Consent

Recommendation: Approve the bonding resolution and the project.

Background: Chapin Park, formerly the Chapin Landfill, is located at 3800 South Hydraulic in South Wichita along the Arkansas River. Over the years, the need for parkland in the south sector of the City has increased dramatically to meet the needs of a growing population. Currently, this park is actively being used by the Wichita Radio Control Club for model airplane flying.

On April 24, 2001 a "Needs Assessment Study" was completed by the firm of Rice Foster Associates for Garvey Park, Chapin Park and the Brooks Landfill site for future park development. The study completed an analysis of park needs at the Chapin Site by conducting several public meetings with stakeholders and meeting participants. An oversight committee determined and prioritized these needs which provided useful direction to the Park and Recreation Department. As a result, a preliminary conceptual plan was developed as a basic blueprint for future development.

Analysis: The need to develop a refined and updated design, complete with plans and specifications, is required to begin the development of this park. The city will need to select a firm specializing in park design to obtain design services.

Financial Considerations: Funding for the design fees for this project is provided by 2006 Park and Recreation Capital Improvement Project Funds in the amount of \$70,000. In 2007, a total of \$700,000 in CIP funding is available for park development.

Goal Impact: The initiation of this project will greatly enhance the Quality of Life for citizens of Wichita and neighborhood citizens by increasing the recreational opportunities and activities for them to participate in.

Legal Considerations: The Law Department has approved the bonding resolution as to form.

Recommendation/Action: It is recommended that the City Council 1) approve the bonding resolution; 2) authorize initiation of the project; 3) authorize the hiring of design consultants; and 4) authorize all necessary signatures.

Attachment: Bonding resolution.

First Published in the Wichita Eagle on \_\_\_\_\_

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION AUTHORIZING THE ISSUANCE OF BONDS BY THE CITY OF WICHITA AT LARGE FOR DESIGN SERVICES FOR CHAPIN PARK IMPROVEMENTS.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WICHITA, KANSAS;

SECTION 1: That the City of Wichita finds it necessary to make certain related improvements as follows:

Design Services for Chapin Park Improvements.

SECTION 2: That the cost of said public improvements shall be paid by the issuance and sale of general obligation bonds by the City of Wichita at large, in the manner provided by law and under the authority of City of Wichita Charter Ordinance No. 156. The total cost is estimated not to exceed \$70,000, exclusive of the costs of interest on borrowed money.

SECTION 3: That the advisability of said improvements is established as authorized by City of Wichita Charter Ordinance No. 156.

SECTION 4: That this resolution shall take effect and be in force from and after its passage and publication once in the official city paper.

ADOPTED at Wichita, Kansas, this 13<sup>th</sup> day of June, 2006.

CARLOS MAYANS, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

GARY REBENSTORF, DIRECTOR OF LAW

## **Agenda Item 12.**

City of Wichita  
City Council Meeting  
June 13, 2006

Agenda Report No. 06-0622

TO: Mayor and Members of the City Council

SUBJECT: 2006 Federal Excess Liability Insurance Coverage

INITIATED BY: Department of Finance

AGENDA: Consent

Recommendation: Receive, file and ratify the report.

Background: Annually the City places a number of insurance policies to provide coverage for risks to the City of Wichita and its employees. These policies include property, data processing, boiler/machinery, burglary/theft, employee dishonesty, excess workers compensation liability and helicopter general liability. In addition, to administer the Risk Management program, various services are contracted including outside appraisal services; software support; medical bill review and nurse case management for workers compensation, employment physicals and drug tests; vehicle rental services for private claimants; and several medical service providers for workers compensation.

On December 13, 2005, the City Council approved a contract for 2006 insurance placement services for property and casualty insurance with Marsh, USA. The City opted to renew Marsh, USA's contract for placement of all applicable 2006 insurance policies. All insurance policies were placed into effect on January 1, 2006 except for Federal Excess Liability coverage.

Analysis: The 2006 insurance program included all insurance policies except, the following: Federal Excess Liability Coverage.

At the December 13, 2005 City Council meeting, the City had solicited quotes for placing Federal Excess Liability Insurance and Out of State Insurance. This coverage does not cover the misuse of federal funds by staff. The coverage applies to Federal lawsuits and out of state lawsuits where the Kansas Tort Claims Act does not protect the City of Wichita. This coverage is often maintained in cities similar in size to Wichita to serve as a backstop for significantly high cost liability exposures.

Some of these exposures are, but not limited to: civil rights violations and actions brought on by laws of other states, such as out-of-state automobile accidents. Coverage with a \$5 million limit and a \$500,000 deductible was available for a \$530,000 annual premium in December 2005. Staff was to perform additional market research, aimed at clarifying risks for the City and attempt to secure a lower premium, and present this item to the City Council in the future.

Staff has completed their review. The Department of Finance working with the Department of Law are recommending accepting the insurance quotation for Federal Excess Liability actions only from AIG.

The insurance coverage would be for a \$10 million dollar limit with a \$2 million dollar retention. Defense costs would be included in both the City's retention and limits of the insurance liability. The total premium per year is \$200,173.

Financial Considerations: The premium for the insurance policy is appropriated in the adopted Risk Management budget.

Goal Impact: The goal impact will be internal perspective and is designed to reduce City liability.

Legal Considerations: The City's liability on tort claims is limited under KSA 75-6105 to \$500,000 per claim under state law. This does not cover violations of federal law. City Code 2.64.020 (h) authorizes the Purchasing Manager to negotiate the purchase of insurance coverage.

Recommendation/Action: It is recommended the City Council receive, file and ratify the 2006 Federal Excess Liability Policy Insurance with AIG in the annual amount of \$200,173.

### **Agenda Item No. 13.**

City of Wichita  
City Council Meeting  
June 13, 2006

Agenda Report No. 06-0623

TO: Mayor and City Council Members

SUBJECT: State Office Building Fund Budget Adjustment (District 6)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the budget transfers.

Background: The State Office Building and garage facilities are maintained by the City's Public Works Department. Revenue from the State finances the custodial, maintenance and operating expenses of the State Office Building and garage. Under the terms of the lease, the City's annual operating expenses in excess of the maximum amounts stated in the lease are to be reimbursed by the State during the end-of-year reconciliation.

Analysis: In addition to their day-to-day maintenance responsibilities, Public Works technicians monitor major building systems for mechanical and structural soundness. A recent review of the State Office Building heating, ventilation and air conditioning (HVAC) systems revealed that the cooling tower has developed serious corrosion problems and must be replaced. Attempts have been made in past years to extend its life with the hope of delaying its replacement, but the current condition of this critical air conditioning component dictates that it must be replaced before summer.

Financial Considerations: The State Office Building Fund 2006 Adopted Budget includes a contingency for major building repairs. In order to begin the cooling tower replacement project immediately, a budget transfer is required. The cost of the project will be \$112,560.00. All transfers would occur within the State Office Building Fund.

Goal Impact: Ensure Efficient Infrastructure – Maintain and Optimize Public Facilities and Assets. Due to the cooling season quickly approaching, any further delay in completing the repairs to this cooling tower will have a significantly adverse impact on our ability to maintain comfort levels in the State Office Building and ensure an environment for effective delivery of State services to the Public.

Legal Considerations: Budget transfers over \$25,000 require City Council approval.

Recommendations/Actions: It is recommended that the City Council approve the budget transfer.

**Agenda Item No. 14.**

CITY OF WICHITA  
City Council Meeting  
June 13, 2006

Agenda Report No. 06-0624

TO: Mayor and City Council Members

SUBJECT: Approve a Design/Build Project for Explosives Facility - Districts - All

INITIATED BY: Police Department

AGENDA: Consent

Recommendation: Approve a Design/Build Project for explosives facility.

Background: On April 4, 2006, the Wichita City Council authorized the purchase and improvements on a parcel of land in southwest Sedgwick County for use as an police explosives facility. The land has since been acquired by the City and is ready for development. The parcel is bounded by 327th and 343rd Streets West and 111th and 103rd Streets South. The current explosives facility at the Kingsbury Landfill is under development as a regional park. The development of the new facility in a timely manner is critical to keeping the regional park project moving forward without delay.

Analysis: The site for the explosives facility will need to be fenced, explosives storage bunkers will need to be relocated from the Kingsbury site, an access road to the bunkers and operations areas will need to be built, electrical will need to be located, earthen berms will need to be created, and a prefabricated equipment building will need to be erected. The major emphasis of the improvements to the new facility will be dirtwork. Public Works Project Management staff have recommended that due the simple design of this project, that a Design/Build Request For Proposal be the course of action. This type of project will require minimal architectural design. Using a design/build process will be more cost effective and accelerate the project completion.

Financial Considerations: A budget of \$487,000 is set for this project. This funding has been approved by previous Council action

Goal Impact: The construction of the explosives facility impacts the "Provide and Safe and Secure Community" goal by providing a safe location for destruction of hazardous devices that would otherwise have to be dealt with in populated areas. This facility is expected to provide service for many decades.

Legal Considerations: None

Recommendation/Action: Approve a Design/Build Project for explosives facility.

## **Agenda Item No. 15.**

City of Wichita  
City Council Meeting  
June 13, 2006

Agenda Report No. 06-0625

TO: Mayor and City Council

SUBJECT: Sim Park Memorial (District VI)

INITIATED BY: Department of Park and Recreation

AGENDA: Consent

Recommendation: Approve the project.

Background: In 1917, Coler L. Sim donated land located just north of the confluence of the Arkansas and Little Arkansas Rivers to the City of Wichita in memory of his son Arthur. The deed associated with this land donation required the City to erect an entry feature. This entry monument was installed circa 1918 and has deteriorated with time and is in need of restoration. There is no known records of the last time any repair work was done to this structure.

Analysis: Arthur B. Sim Memorial Park serves as a cornerstone of the Wichita Park system and is a key feature of the Arkansas River corridor. The entry feature located at the intersection of Amidon and Murdock consists of a large concrete monument, bronze dedication plaque, two stone columns, and surrounding landscaping. Restoration work will include resurfacing of all concrete work; stabilization, cleaning, sealing and tuck pointing on the stone columns and landscape work.

Financial Considerations: The Park Capital Improvement Plan includes \$100,000 in 2005 for restoration of the Sim Park entry monument. The funding source is General Obligation bonds.

Goal Impact: Enhance the Quality of Life- Sim Park plays an important role in recreational activities for District VI. The entry feature is a reminder of the City of Wichita's appreciation to the Sim family for their donation and also serves as a tie to the history of this Park and the surrounding neighborhood.

Legal Considerations: The Law Department has approved the bonding resolution as to form.

Recommendation/Action: It is recommended that the City Council (1) adopt the bonding resolution, (2) authorize initiation of the project, (3) authorize issuance of an RFP, and (4) authorize the necessary signatures.

Attachment: Bonding resolution.



RESOLUTION NO. \_\_\_\_\_

A RESOLUTION AUTHORIZING THE ISSUANCE OF BONDS BY THE CITY OF WICHITA AT LARGE FOR RESTORATION WORK TO THE SIM PARK MEMORIAL ENTRY FEATURE.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WICHITA, KANSAS;

SECTION 1: That the City of Wichita finds it necessary to make certain related improvements as follows:

Labor, Material, and Equipment for restoration of the Sim Park Memorial entry feature.

SECTION 2: That the cost of said public improvements shall be paid by the issuance and sale of general obligation bonds by the City of Wichita at large, in the manner provided by law and under the authority of City of Wichita Charter Ordinance No. 156. The total cost is estimated not to exceed \$100,000, exclusive of the costs of interest on borrowed money.

SECTION 3: That the advisability of said improvements is established as authorized by City of Wichita Charter Ordinance No. 156.

SECTION 4: That this resolution shall take effect and be in force from and after its passage and publication once in the official city paper.

ADOPTED at Wichita, Kansas, this 13<sup>th</sup> day of June, 2006.

CARLOS MAYANS, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

GARY REBENSTORF, DIRECTOR OF LAW

## **Agenda Item 16.**

City of Wichita  
City Council Meeting  
June 13, 2006

Agenda Report No. 06-0626

TO: Mayor and City Council

SUBJECT: Criminal Justice Law Enforcement Grant Program

INITIATED BY: Wichita Police Department

AGENDA: Consent

Recommendations: Approve the grant application.

Background: The Target Corporation offers grant funding that focuses on preventing, deterring and detecting crimes and helping to create a safe environment. Applications must be completed by law enforcement and must be used to fund programs that focus on improving community outreach programs.

Analysis: The Target Corporation is offering the Criminal Justice Law Enforcement Grant Program to local Law Enforcement Agencies in the Wichita and Sedgwick County area. This year's award is for up to \$2,000 to be used for improving community outreach programs. The Wichita Police Department is requesting the \$2,000 for an additional Police Bicycle and repairs to the two current bicycles used by School Liaison for the Bicycle Skills and Safety Clinics held each summer.

Financial Considerations: Grant funding is requested an amount not to exceed \$2,000 from the Target Company for the Criminal Justice Law Enforcement Grant Program. If approved, the grant will pay for one new bicycle and repair of two existing bicycles. No City funds are required.

Goal Impact: The addition on one bicycle and repairs to the two current bicycles impacts the "Quality of Life" goal by provide youth a safe, supervised environment that reduces the risk of youth committing or becoming a victim of violent crime. The Bicycle Safety Clinic program provides a supportive environment with supervised activities that engage youth in physical activity and foster positive attitudes toward police officers and law enforcement. Studies have demonstrated that programs that expand community recreational and sports opportunities provide youth with an alternative to violent and criminal activity.

Legal Considerations: If the grant is funded, the Department of Law will review the grant agreement prior to formal acceptance.

Recommendation/Action: It is recommended the City Council approve the grant application and authorize signatures.

## **Agenda Item No. 17.**

City of Wichita  
City Council Meeting  
June 13, 2005

Agenda Report No. 06-0627

TO: Mayor and City Council

SUBJECT: Contingency Fund Use for Convention & Visitors Bureau

INITIATED BY: City Manager's Office

AGENDA: Consent

Recommendation: Approve the allocation.

Background: In an effort to make it possible to bring different conventions and events to Wichita, City Council established a "Convention Promotion Contingency" as part of the Tourism and Convention Fund in the annual budget. This allocation is funded from the transient guest tax. It is earmarked to fund special activities as deemed appropriate by the Greater Wichita Convention and Visitors Bureau to approach City Council for approval. The dollar amounts for each event reflects committed financial support of that event. After reviewing with City staff, the following funds are requested to support the GWCVB's efforts to sponsor a variety of events outlined below:

Ad Valorem Taxation Conference	\$ 1,500
Midwest Catholic Family Conference	\$ 2,000
KSHSAA State Track & Field	\$ 1,500
Classic Thunderbird	\$ 2,000
American Junior Golf Association	\$ 1,500
US Senior Open	\$ 4,000
KASSP/KAESP	\$ 1,000
CC of Jehovah's Witnesses	\$ 1,500
Preferred Health Systems Wichita Open	\$ 6,000
National League of Cities	\$ 3,500
The Great Race	\$ 4,000
Region VI Basketball	\$ 2,500
2006 Convention Assistance Requests as needed (Including NFBPA: \$5,000 maximum)	<u>\$ 15,000</u>
Total Contingency Fund	\$ 46,000

Analysis: It is anticipated that these investments will be paid back through the transient guest tax fund and through their attendees spending money in the community at area retail, dining and entertainment facilities.

Financial Considerations: The 2006 Adopted Budget has \$100,000 in this fund. Therefore, there is enough money to grant these requests.

Goal Impact: Economic Vitality: Conventions are a component of Economic Development.

Legal Considerations: There are no legal considerations.

Recommendations/Actions: It is recommended that the City Council approve allocation from the contingency fund with the Convention and Tourism Bureau.

## **Agenda Item No. 18.**

City of Wichita  
City Council Meeting  
June 13, 2006

Agenda Report No. 06-0628

TO: Mayor and City Council

SUBJECT: Sewage Treatment Plant 2 - Contract

INITIATED BY: Water & Sewer Department

AGENDA: Consent

Recommendation: Approve the sole source purchase and Contract with Trojan Technologies, Inc.

Background: In 2001, the Water & Sewer Department purchased and installed an ultraviolet light disinfection system for Sewage Treatment Plant 2. This technology is used as a replacement for the gaseous chlorine system. There was a purchase agreement made with Trojan Technologies for the supply of units at Plant 2 and the Cowskin Creek Water Quality Reclamation Facility. Selection was based on a detailed review process considering the treatment and engineering aspects of several comparable products.

Analysis: The ultraviolet disinfection units at both of the facilities are in place and have been operational for five years. These units require regular maintenance, including routine and nonroutine replacement of system components. The systems use over 300 lamps to accomplish consistent disinfection of the plant effluents. A major maintenance expense is the need to replace the bulbs after 5,000 hours of use.

To facilitate and expedite the purchase of replacement parts, Staff is requesting that a Contract be entered with Trojan Technologies for a period of one year with two one-year renewal options. This Contract is being requested as a sole source item, due to the proprietary nature of the parts and the need to receive equipment that will work with present systems.

Financial Considerations: The Water & Sewer Department has \$160,000 per year in the operating budget for the purchase of replacement equipment for disinfection systems. The Contract with Trojan Technologies will have a not-to-exceed price of \$160,000.

Goal Impact: Ensuring efficient infrastructure is the goal impacted. This Contract will enable Staff to expedite the purchase of parts by decreasing the amount of downtime for equipment.

This will ensure that the department is able to continue providing reliable, compliant and secure utilities.

Legal Considerations: Purchase Ordinance No. 35-856, Section 2(b) provides for the purchase of equipment and supplies from sole sources of supply without advertising for bids. The purchase will be made from Trojan Technologies Inc. The Contract will be reviewed and approved by the Law Department.

Recommendations/Actions: It is recommended that the City Council: 1) approve the purchase of the UV replacement parts; 2) approve Trojan Technologies as the sole source of supply; and 3) authorize the necessary signatures.

## **Agenda Item No. 19.**

City of Wichita  
City Council Meeting  
June 13, 2006

Agenda Report No. 06-0629

TO: Mayor and City Council Members

SUBJECT: Creation of Chapter 3.11 to establish a process for permitting special events, amendments to Sections 9.04.030 and 9.04.190 regarding community events in city parks and amendments to Sections 10.04.130, regarding street usage to allow obstructions associated with approved community events.

INITIATED BY: Law Department

AGENDA: Consent

Recommendation: Place the ordinances on first reading.

Background: On May 9, 2006, the City Council passed ordinances establishing a process for the approval of community events. Due to an error, the chapter utilized for the ordinances, Chp. 3.10, already contained code provisions regulating temporary storage containers.

Analysis: The amendments correct the discrepancy in code sections, which is necessary for the new Community Events ordinances to be codified. The additional amendments correct references to the community events chapter contained in park and street usage ordinances.

Financial Considerations: None

Goal Impact: The Community Events Ordinance will enhance the quality of life for the residents of the City of Wichita.

Legal Consideration: The ordinances have been prepared and reviewed by the Law Department and have been approved as to form.

Recommendation/Action: Place the ordinances on first reading and authorize the necessary signatures.



ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE CREATING CHAPTER 3.11 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO COMMUNITY EVENTS.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

Section 1. Section 3.11.010 of the Code of the City of Wichita, Kansas, is created to read as follows:

"Purpose. It is the purpose of this Chapter to establish a process for permitting community events to use City streets, parks, and city-owned facilities. The City recognizes that substantial community benefits may result from community events. They can provide cultural enrichment, promote economic vitality and enhance community identity. They may also provide funding opportunities for service organizations. This Chapter is to provide a coordinated process for managing community events occurring on public and private property to ensure the health and safety of event patrons, residents, workers, and other visitors; to prohibit illegal activities from occurring at the community events; and to protect the rights of community event permit holders. It is also the intent of the Council to protect the rights of people to engage in expressive activities in the City's public places and to establish the least restrictive and reasonable time, place and manner regulation of these activities, without regard to the expressive content of those activities."

SECTION 2. Section 3.11.010 of the Code of the City of Wichita, Kansas, is created to read as follows:

"Definitions. (a) 'Community event' means:

- (1) an outdoor event on City-owned property with an expected attendance of fifty (50) or more persons, organized for a particular and limited purpose and time;
- (2) outdoor events on private property or which occur in City of Wichita parks with an expected attendance of two hundred fifty (250) or more people, organized for a particular and limited purpose and time.

Such events shall include, but not be limited to: fun runs, roadway foot races, fundraising walks, bikeathons, carnivals, festivals, community celebrations, shows, exhibitions, circuses and fairs. Such term shall not include events, other than fun runs or races, occurring solely on sidewalks or public rights-of-way immediately adjacent to public streets.

(b) Exceptions.

The provisions of this chapter shall not apply to:

1. Community events conducted by the City of Wichita or events regulated by Chapter 3.14 of the Code of the City of Wichita.
2. Events consisting only of a parade, whether regulated or exempted by the provisions of Section 3.13.020 of the Code of the City of Wichita.
3. Funeral processions as regulated by Chapter 3.74 of the Code of the City of Wichita.
4. Outdoor events occurring at amusement parks licensed pursuant to Chapter 3.20 of the Code of the City of Wichita.
5. Social or political protests, rallies, gatherings, assemblies, or vigils occurring on public property, which consist solely of the displaying of signs or banners, singing and the delivering of speeches.

6. Outdoor events conducted entirely on the property of a museum, educational or religious institution.
  7. Outdoor events held at a members-only facility at which the only participants are the members (and their invited nonpaying guests) and no extraordinary police services are required.
  8. Events held entirely inside the Lawrence-Dumont Stadium.
  9. Farmers Markets licensed pursuant to Chapter 3.94 of the Code of the City of Wichita.
  10. Auctions as regulated by Chapter 3.36 of the Code of the City of Wichita.
  11. Garage or Miscellaneous sales as regulated by Chapter 3.44 of the Code of the City of Wichita.
  12. Performances of Street Performers as defined and regulated by Chapter 10.36 of the Code of the City of Wichita.
  13. Sporting events, contests, practices or tournaments occurring at sport complexes or playing fields where the scope of the event is limited to the sporting event for which the property is designed to be utilized.
  14. Events held at a private residence where no admission is charged, the event is not open or advertised to the public, and no extraordinary police services are required.
- (c) 'Community Event Coordinator' means the Manager of Arts and Cultural Services or his or her designee.
- (d) 'Community Event Promoter' means the person who is directly responsible for organizing and/or conducting the event.
- (e) 'Extraordinary police services' means responsive police services which are in addition to and in excess of the normal police services provided to the location or off-site as a direct result of the event.
- (f) 'Person' shall mean a natural person or a legal entity such as, but not limited to an individual, firm, association, joint stock company, partnership or corporation."

SECTION 3. Section 3.11.030 of the Code of the City of Wichita, Kansas, is created to read as follows:

"Community Events Coordinator. The Manager of Arts and Cultural Services is hereby directed to carry out the provisions of this Chapter. In reviewing and approving community events applications, the Community Events Coordinator shall consult representatives of City departments, including, but not limited, to the following departments: City Manager's Office, Office of Central Inspection, Park and Recreation, Public Works, Fire, Police, and Environmental Services. The Law Department shall provide all legal services, legal advice and opinions regarding issues pertaining to this Chapter."

SECTION 4. Section 3.11.040 of the Code of the City of Wichita, Kansas, is created to read as follows:

"Authority of the Community Events Coordinator. The Community Events Coordinator is authorized to:

- (a) Administer and apply this Chapter;
- (b) Represent the City, under the authority of the City Manager, in discussions and in establishing agreements with the person(s) who represent the event;
- (c) Establish, under the authority of the City Manager, any implementing regulations/guidelines consistent with this Chapter, and other provisions of the Municipal Code applicable to the event."

SECTION 5. Section 3.11.050 of the Code of the City of Wichita, Kansas, is created to read as follows:

“Permit required. Except as otherwise provided by this Chapter or other applicable law, a Community Event Permit shall be required to be obtained from the City for any community event as defined by Section 3.11.020.”

SECTION 6. Section 3.11.060 of the Code of the City of Wichita, Kansas, is created to read as follows:

“Application. (a) To receive a community event permit, the event promoter must complete and file a community event application with the Manager of Arts and Cultural Services, or other designated representative, on a form provided by the City. The applicant must provide the following information:

- (1) The type of proposed use, event, or activity; i.e., fun run, carnival, festival;
- (2) The street or other public or private property and the specific area or areas thereof which will be utilized in connection with the proposed use, event, or activity;
- (3) The date or dates and the specific times thereof, including set-up and tear-down, that the public property is to be utilized for the described use, event, or activity;
- (4) The name, address and telephone number of the person, entity or organization sponsoring or conducting the proposed event;
- (5) The name, address and telephone number of the person or persons to be contacted regarding the application or permit;
- (6) The number of past participants who attended previous events sponsored by the applicant, if available;
- (7) The maximum number of persons which the applicant shall permit to attend at any time;
- (8) Whether alcohol or cereal malt beverages will be available at the event;
- (9) The applicant shall submit a site plan which includes:
  - (a) Any plans for fencing, and the size and location of the gates contained in such fence;
  - (b) The plans for supplying potable water, including the source, amount available and location of outlets;
  - (c) The placement of any stages;
  - (d) A map of the event identifying any and all street closures and placement of any barricades, with a designation of the types of barricades to be used;
  - (e) The plans for providing toilet and lavatory facilities, including the source, number and location, type, and the means of disposing of waste deposited;
  - (f) The plans for collection and disposing of solid waste material;
  - (g) The plans, if any, to illuminate the location of the community event, including the source and amount of power and the location of lamps;
  - (h) The plans for parking vehicles, including size and location of lots, points of highway access and interior roads including routes between highway access and parking lots and any shuttle service;.
  - (i) The plans for sound and sound amplification, if any, including number, location and power of amplifiers and speakers;
  - (j) The placement and size of any signage for the event;
  - (k) The plans for seating, tables, bleachers or seating facilities;
  - (l) The plans and location for any beer gardens or other areas serving cereal malt beverages;
  - (m) The plans for electrical power and generators, if applicable;

(n) The plans and location of any tents or canopies and the size of any such tent or canopy.

(o) The plans and location of any portable amusement park or inflatable rides.

(p) The plans and locations, if any, where alcohol or cereal malt beverage will be sold or consumed.

(10) Security. All security must be provided by certified law enforcement officers and/or approved private security firms licensed pursuant to Chapter 3.72 of the Code of the City of Wichita. The applicant shall be responsible for all costs incurred in providing security for the event;

(11) The plans for food and beverage concessions and concessionaires who will be allowed to operate on the grounds, including the names and addresses of all concessionaires and their license or permit numbers, if applicable;

(12) The plans and specific description for each of any other type of vendor or amusement or entertainment provider who will be allowed to operate on the grounds, including the names and addresses of such vendors and their license or permit numbers, if any;

(13) Proof of liability insurance for the event as required by Section 3.11.130;

(14) Receipt for payment of the application fee as set forth in Section 3.11.070.

(b) The Chief of Police shall establish a formula for determining the minimum number of officers necessary to provide adequate security for the event. The criteria set forth by the Chief shall be the sole criteria utilized in determining the security necessary for the specific event. In establishing the formula, the following criteria shall be utilized by the Chief of Police:

(1) Number of event participants;

(2) Number of past event participants, if available;

(3) Whether alcohol is served or sold at the event;

(4) The time and duration of the event;

(5) Location or venue of the event;

(6) Number of street closures required for the event;

(7) Number of private security officers employed for the event;

(8) Whether admission is charged for the event;

(9) Size of area where alcohol is served;

(10) Means of ingress and egress to the event.

In determining the amount of officers needed to provide security for an event, the Chief of Police shall not consider the content of the applicant's speech, the measure of hostility likely to be created by the applicant's speech or the response of others who may oppose the event.

(c) All applications must be submitted in accordance with the time limits established by Section 3.11.070."

SECTION 7. Section 3.11.070 of the Code of the City of Wichita, Kansas, is created to read as follows:

"Fees. All applicants for events whether held on private or public property shall be responsible for any applications, fees, licenses, permits and any rental fees which may be required based upon the scope and nature of event. The City Manager shall establish a schedule of fees for special events. Such schedule of fees shall be approved by a resolution of the City Council.

Applications may not be accepted by the Community Events Coordinator less than thirty (30) days prior to the event."

SECTION 8. Section 3.11.080 of the Code of the City of Wichita, Kansas, is created to read as follows:

“Review Process. Subject to Section 3.11.090, the Community Events Coordinator shall approve a community event permit if it is determined that all of the following criteria have been met:

- (a) The event will not obstruct the operation of emergency vehicles or equipment in or through the particular permit area;
- (b) The proposed event does not present a safety, noise, or traffic hazard;
- (c) The proposed event conforms to regulations regarding the allowable number of participants for the proposed venue, location, or site; and
- (d) In deciding whether to approve an application, no consideration may be given to the message of the event, the content of speech, the identity or associational relationships of the applicant, or to any assumptions or predictions as to the amount of hostility which may be aroused in the public by the content of speech or message conveyed by the event.”

SECTION 9. Section 3.11.090 of the Code of the City of Wichita, Kansas, is created to read as follows:

“Denial/Revocation of Permit. The Community Events Coordinator shall deny an application for a Community Events Permit if he or she finds any of the following:

- (a) One or more of the approval criteria specified in Section 3.11.080 is not met;
- (b) The applicant has knowingly made a false, misleading or fraudulent statement of fact to the City in the application process;
- (c) The application does not contain the information required by this Chapter;
- (d) The application does not satisfy the requirements of this Chapter or administrative regulations adopted by the Community Events Coordinator;

(e) The applicant fails to comply with any conditions of approval including, but not limited to:

- (1) Remittance of fees, charges or deposits,
- (2) Proof of liability insurance required,
- (3) Obtaining all other permits and licenses as required by the City Code for the proposed event.

(f) The applicant, in the last five years, has had a previous community event permit revoked for failure to comply with the terms or conditions of the permit, or for violations of the ordinances of the City of Wichita.

(g) The applicant, in the last five years, has organized a community event which did not conform to the plans and application submitted to the Community Events Coordinator or which failed to comply with any conditions for such event placed on the event by the Community Event Coordinator.

The applicant shall be notified of the denial in writing. The denial shall set forth the specific reasons for the denial of the application.”

SECTION 10. Section 3.11.100 of the Code of the City of Wichita, Kansas, is created to read as follows:

(a) “Revocation of Permit. All permits issued pursuant to this chapter shall be temporary and shall vest no permanent rights in the applicant and may be revoked by the City Manager or his or her designee in the event of a violation of any of the terms or conditions of the license or violations of the ordinances of the City of Wichita.”

SECTION 11. Section 3.11.110 of the Code of the City of Wichita, Kansas, is created to read as follows:

“Appeal. Any applicant for a permit under this chapter who has been administratively denied the issuance of a permit by the Community Events Coordinator shall have a right of appeal from the denial to the Wichita City Council by filing a written request therefor with the City Clerk. The notice of appeal must be filed with the City Clerk within five days of the denial of such permit application. The appeal shall be heard at the next regularly scheduled meeting of the Council.

The City Council may approve the denial, overrule the denial or modify the request for the permit.

The Council’s decision may be appealed to the Eighteenth Judicial District Court of the State of Kansas pursuant to K.S.A. 60-2101.”

SECTION 12. Section 3.11.130 of the Code of the City of Wichita, Kansas, is created to read as follows:

“Insurance Requirements. The permit holder for events occurring on public or park property shall procure and maintain in full force and effect during the term of the permit a policy of insurance from an insurance company authorized to do business in the State of Kansas, which policy includes the City of Wichita, its officers and agents, as named insureds and which provides general liability coverage in an amount not less than \$500,000 per occurrence and a minimum of \$50,000 property damage coverage. Proof of insurance shall be submitted to the City prior to issuance of the permit and maintenance of this insurance shall be a condition of the permit.”

SECTION 13. Section 3.11.140 of the Code of the City of Wichita, Kansas, is created to read as follows:

“Community Event Temporary Signage. Directional signs for walks and races may be installed on the event route, including the City right-of-way or other private property with the property owner’s permission, by the permit holder or his/her designee, provided that each sign is less than two square feet in size, and installed less than two hours prior to the start of the event and removed within one hour of the completion of the event, irrespective of the provisions of Title 24. All other signs must be placed in conformance with all applicable sign code provisions. A site map showing the type and location of the proposed directional signs and any other signage must be submitted as part of the community event permit application and be approved by the City. All necessary permits for such signs must be obtained.”

SECTION 14. Section 3.11.150 of the Code of the City of Wichita, Kansas, is created to read as follows:

“Street Closures. Any street closures requested by a licensee or which are necessary as part of a community event permit application must be approved by the City Council prior to the issuance of the Community Event Permit by the Community Events Coordinator.”

SECTION 15. Section 3.11.160 of the Code of the City of Wichita, Kansas, is created to read as follows:

“Display of Community Event Permit. A copy of the signed approval letter from the Special Events Coordinator shall be exhibited upon demand of any City official.”

SECTION 16. Section 3.11.170 of the Code of the City of Wichita, Kansas, is created to read as follows:

“Use of City Name or Logo Without Authorization. It shall be unlawful for the permit holder conducting a community event to use the words ‘the City of Wichita’ or ‘City of Wichita’ to suggest or indicate that the event is sponsored by the City or to use a facsimile of the seal or logo of the City of Wichita in the promotional materials or advertising for the event without the City’s authorization.”

SECTION 17. Section 3.11.180 of the Code of the City of Wichita, Kansas, is created to read as follows:

“Administrative Regulations. The Community Events Coordinator, or her/his designee, may adopt administrative regulations that are consistent with and that further the terms and requirements set forth within this Chapter. All such administrative regulations must be in writing.”

SECTION 18. Section 3.11.190 of the Code of the City of Wichita, Kansas, is created to read as follows:

“Other Permits, Licenses and Fees. The issuance of a community event permit does not relieve any person from the obligation to obtain any other permit, license or pay any additional fees, including rental fees, required pursuant to this Code or other governmental entity or department of the City of Wichita.”

SECTION 19. Section 3.11.200 of the Code of the City of Wichita, Kansas, is created to read as follows:

“Limitations and Restrictions. The issuance of a community event permit does not relieve any person from limitations or restrictions contained in the Code of the City of Wichita relating to noise, sanitation, consumption of cereal malt beverages or alcoholic liquor or street obstructions.”

SECTION 20. Section 3.11.210 of the Code of the City of Wichita, Kansas, is created to read as follows:

“Penalties. Any person who intentionally violates any of the provisions of this Chapter shall be guilty of a misdemeanor.”

SECTION 21. Section 3.11.220 of the Code of the City of Wichita, Kansas, is created to read as follows:

“Block Parties – Approval Required. (a) No person shall engage in, participate, form or hold a block party, unless written approval for the block party has been obtained from the City of Wichita as provided herein:

(b) A block party shall mean a temporary gathering of area residents held on a blockaded portion of their residential street or alley within the City of Wichita.

(c) Requests to utilize a street for a block party or other similar neighborhood event shall be made by filing an application with the Community Events Coordinator. Such application shall be submitted no less than five business days prior to the proposed event. The Community Events Coordinator, with the approval of the Chief of Police, is authorized to close a local street for the purposes of a block party for a period not to exceed five hours.

(d) The applicant must include a petition in favor of the event signed by two-thirds of residents and businesses on both sides of the street to be closed. Only a street classified by the City as a residential street may be utilized for a block party or other similar neighborhood event.

(e) The application will be subject to such additional rules and regulations adopted by city staff to ensure that the street closure will not obstruct the operation of emergency vehicles or equipment in or through the area and that the proposed block party does not present a safety, noise or traffic hazard.

(f) Streets may not be blockaded for a period of time which exceeds five hours.

(g) Any applicant for a permit under this chapter who has been administratively denied the issuance of a permit shall have a right of appeal from the denial to the Wichita City Council by filing a written request therefor with the City Clerk. The notice of appeal must be filed with the City Clerk within five days of the denial of such permit application. The appeal shall be heard at the next regularly scheduled meeting of the City Council.

The City Council may approve the denial, overrule the denial or modify the request for the permit.

The City Council's decision may be appealed to the Eighteenth Judicial District Court of the State of Kansas pursuant to K.S.A. 60-2101.

(h) Approval for a block party does not relieve any person from the obligation to obtain any other permit or license required pursuant to this Code or other governmental entity.

(i) Approval for a block party does not relieve any person from limitations or restrictions contained in the Code of the City of Wichita relating to noise, sanitation, consumption of cereal malt beverages or alcoholic liquor or street obstructions."

SECTION 23. This ordinance shall be included in the Code of the City of Wichita, Kansas, and shall be effective on January 1, 2007, after its passage and publication once in the official city paper.

PASSED by the governing body of the City of Wichita, Kansas, this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

Carlos Mayans, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Gary E. Rebenstorf

Director of Law



ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING SECTIONS 9.04.030, AND 9.04.190 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO CONDUCT IN PARKS AND REPEALING THE ORIGINALS OF 9.04.030, AND 9.04.190.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

Section 1. Section 9.04.030 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

" Special Event. It is unlawful for any person or persons to hold or stage a community event, as defined by Section 3.11.020 of the Code of the City of Wichita, in or upon any public parks, recreation facilities or other property under the ownership, jurisdiction, or control of the Board of Park Commissioners of the City of Wichita, Kansas, or the City of Wichita, Kansas, without first obtaining a permit to do so from the Community Event Committee. Such events will only be approved in the areas designated for such activity by the Board of Park Commissioners in 'A Standard of Rules and Regulations'.

SECTION 2. Section 9.04.190 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"Application for permits or reservations. All applications for permits, except those for community events, shall be made at least three days in advance of the proposed event, provided picnic and musical permits will be issued when facilities are available and in accordance with the provisions of 'A Standard of Rules and Regulations'. Applications for community events must be submitted in accordance with the provisions of Section 3.11.070 of the Code of the City of Wichita."

SECTION 3. The originals of Sections 9.04.030, and 9.04.190 of the Code of the City of Wichita, Kansas, are hereby repealed.

SECTION 4. This ordinance shall be included in the Code of the City of Wichita, Kansas, and shall be effective upon its passage and publication once in the official city paper. PASSED by the governing body of the City of Wichita, Kansas, this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

Carlos Mayans, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Gary E. Rebenstorf  
Director of Law

First Published in The Wichita Eagle on \_\_\_\_\_

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING SECTION 10.04.130 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO OBSTRUCTING STREETS AND SIDEWALKS AND REPEALING THE ORIGINALS OF SAID SECTION.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

Section 1. Section 10.04.130 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"Obstructing streets and sidewalks by litter, goods, wares, etc. It is unlawful for any person to obstruct any street, alley, public area, public right-of-way or sidewalk in the city by piling, placing or maintaining thereon any filth or litter or any goods, wares or merchandise or by placing or erecting any buildings or fence thereon or by placing any benches or seats for public use thereon, except as authorized by a community events permit issued pursuant to Chapter 3.11 of the Code of the City of Wichita.

This section specifically prohibits the using of any public sidewalk in the city for exhibiting goods, wares and merchandise except by special permit granted as provided in Section 10.04.131, and any person violating this section is guilty of a misdemeanor.

For the purposes of this section 'public right-of-way' shall mean the entire width of the area from property line to property line including that area between the roadway and the abutting private property line."

SECTION 2. The original of Section 10.04.130 of the Code of the City of Wichita, Kansas, is hereby repealed.

SECTION 3. This ordinance shall be included in the Code of the City of Wichita, Kansas, and shall be effective upon its passage and publication once in the official city paper. PASSED by the governing body of the City of Wichita, Kansas, this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

Carlos Mayans, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Gary E. Rebenstorf  
Director of Law

## **Agenda Item No. 20.**

City of Wichita  
City Council Meeting  
June 13, 2006

Agenda Report No. 06-0630

TO: Mayor and City Council

SUBJECT: Prisoner Reentry Program Memorandum of Agreement (All Districts)

INITIATED BY: Housing and Community Services and Police Departments

AGENDA: Consent

Recommendation: Approve the Memoranda of Agreement with the Kansas Department of Corrections (DOC) for delivery of services to offenders preparing for release from DOC facilities.

Background: On March 8, 2005, the City Council approved a pilot project to serve 150 high-risk offenders scheduled for release in Sedgwick County. The project was originally presented in concept by the Task Force on Offender Reentry in 2004, at which time staff was directed to discuss the project with District Advisory Boards. Following those discussions in which all DABs voted in support of the project, it was presented for Council approval on March 8, 2005. The Council approved the project and authorized staff to work with the Kansas Department of Corrections and Sedgwick County to determine the extent and scope of the City's involvement in this project.

The staff work has resulted in the development of a Prisoner Reentry Project which will be funded with cash contributions from the State Department of Corrections and Sedgwick County, and in-kind support from the City of Wichita. The State/County funds will support salaries and equipment for two City of Wichita positions for three years. The City's in-kind match will include the value of office space, miscellaneous office supplies and equipment, and staff supervision. The City Council received a workshop presentation on March 28, 2006, on the Reentry program and companion neighborhood improvement initiative (Transforming Neighborhoods).

On April 18, 2006, the City Council authorized creation of two positions to implement the program.

Analysis: The Prisoner Reentry Program will provide supervision and support services to 125-150 offenders who are returning to Wichita. The offenders are being identified from among the Kansas prison population and will receive intensive counseling and training prior to their return. The two funded City positions, Housing Landlord Leasing Specialist and Police Officer, will work with the offenders to facilitate their reintegration.

Legal Considerations: The City Attorney's office has reviewed and approved the Memoranda of Agreement as to form.

Goal Impact: These Memoranda will contribute to the Safe and Secure Community goal.

Financial Considerations: The City has no financial obligation other than as identified as in-kind match. The State/County funding commitment is \$60,000 for the Housing position and \$71,250 for the Police position, as spelled out in the Memoranda of Agreement.

Recommendations/Actions: It is recommended the City Council approve the Memoranda of Agreement with the Kansas Department of Corrections (DOC) for delivery of services to offenders preparing for release from DOC facilities.

## **Agenda Item No. 20a**

City of Wichita  
City Council Meeting  
June 13, 2006

Agenda Report No. 06-0636

TO: Mayor and City Council

SUBJECT: Settlement of Claim

INITIATED BY: Law Department

AGENDA: Consent

Recommendation: Authorize payment of the claim.

Background: This claim results from an accident in July, 2005 between an automobile in which claimant was a passenger and an automobile driven by a Wichita Police Officer. The officer was traveling to an arrest scene to back up another officer.

Analysis: After investigating the claim, evaluating the extent of the claimed damages, and considering the risks of trial, the City determined that a resolution of this matter was appropriate. After some discussion, the City has been offered an opportunity to resolve the claim with a lump sum payment of \$32,500 to the vehicle passenger as full settlement of his claims arising out of this transaction. Settlement would include a full release of liability for the city and the individual Police Officer and resolution of existing hospital liens. Because of the risks associated with litigation, the Law Department recommends acceptance of the offer.

Financial Considerations: Funding for this settlement payment of \$32,500 is from the Tort Claims Fund.

Legal Considerations: The Law Department recommends acceptance of the offer of settlement.

Recommendations/Actions: Authorize payment of \$32,500 as full settlement of all possible claims from the vehicle passenger arising out of the transactions which are the subject of this claim.

## **Agenda Item No. 20b**

City of Wichita  
City Council Meeting  
June 13, 2006

Agenda Report No. 06-0637

TO: Mayor and City Council

SUBJECT: Settlement of Claim

INITIATED BY: Law Department

AGENDA: Consent

Recommendation: Authorize payment of the claim.

Background: This claim results from an accident between plaintiff's automobile and an automobile driven by a Wichita Police Officer. The officer was traveling to an arrest scene to back up another officer.

Analysis: After investigating the claim, evaluating the extent of the claimed damages, and considering the risks of trial, the City determined that a resolution of this matter was appropriate. After some discussion, the City has been offered an opportunity to resolve the claim with a lump sum payment of \$35,000 to the vehicle driver as full settlement of his claims arising out of this transaction. Settlement would include a full release of liability for the city and the individual Police Officer and resolution of existing hospital liens. Because of the risks associated with litigation, the Law Department recommends acceptance of the offer.

Financial Considerations: Funding for this settlement payment of \$35,000 is from the Tort Claims Fund.

Legal Considerations: The Law Department recommends acceptance of the offer of settlement.

Recommendations/Actions: Authorize payment of \$35,000 as full settlement of all possible claims from the vehicle driver arising out of the transaction which is the subject of this claim.

## **Agenda Item No. 22.**

City of Wichita  
City Council Meeting  
June 13, 2006

Agenda Report No. 06-0631

TO: Mayor and City Council Members

SUBJECT: DR2005-32: Proposed Amendments to the Wichita-Sedgwick County Unified Zoning Code and Title 26 of the Code of the City of Wichita Pertaining to Manufactured Home Parks

INITIATED BY: Metropolitan Area Planning Department

AGENDA: New Business

Recommendation: Adopt the proposed amendments.

Background: In 2002, the cities of Wichita and Haysville and Sedgwick County adopted the South Wichita-Haysville Area Plan. This plan addressed numerous community redevelopment and revitalization issues for several low-moderate income neighborhoods located in south Wichita and Haysville and in nearby unincorporated portions of Sedgwick County. The plan contained 59 recommended strategies to achieve positive long-term change, including recommendations to revise regulations for manufactured home parks.

Additionally, in 2004, the State Legislature passed legislation that pre-empted municipalities from licensing manufactured home installers. While revising the licensing code to eliminate local requirements, staff met with industry representatives and neighborhoods to develop procedures to more effectively address a number of health and safety issues which have been raised regarding manufactured home parks.

Analysis: In late 2005, under direction from the City Council members representing Districts III and IV, Planning staff reviewed the recommendations of the plan, considered citizen complaints, and drafted proposed revisions to manufactured home park regulations. The proposed revisions do not implement the recommendations of the plan in their entirety; rather, the proposed revisions attempt to provide reasonable regulations that address identified issues such as older, non-conforming parks that do not meet code; less than desirable setbacks and screening; insufficient drive widths; and an increased ability to enforce codes pertaining to nuisances and blight. The amendments establish criteria for staff to evaluate in issuing or to revoke a manufactured home park license. The amendments additionally set forth procedures for notification to park owners of ordinance violations, and require compliance with health and zoning codes prior to a license being issued or renewed.

Numerous public meetings were held to receive input from representatives of the manufactured home park industry as well as concerned citizens. Numerous modifications of the original staff proposal were made in order to address issues raised at these meetings. The final staff proposal is summarized in Attachment 1.

In February and March, each District Advisory Board reviewed the proposed manufactured home park regulation changes. A report entitled “District Advisory Board Overview: Proposed Manufactured Home Park Zoning and Licensing Code Amendments” (Attachment 2) is attached and summarizes the feedback from the District Advisory Boards.

The Metropolitan Area Planning Commission held public hearings on the proposed manufactured home park regulation changes on March 16, May 4, and May 18. In the opinion of the MAPC, the proposed requirement that manufactured home parks come into compliance with the current screening requirement even though the requirement was not in place at the time the park was developed is too onerous. Therefore, at the May 18 hearing, the MAPC voted (10-2) to recommend approval of the manufactured home park regulation changes proposed by staff with the exception that the two sections listed below pertaining to requiring all parks to comply with the current screening standard and a waiver process for the screening requirement be eliminated. The code revisions as recommended by the MAPC for licensing are contained in Attachment 3. The code revisions as recommended by the MAPC for zoning are contained in Attachment 4.

1. Section 26.04.120(i) - Screening of Existing Parks -- Manufactured home parks with two or more spaces must be screened as required by the Unified Zoning Code, Title 28 of the Code of the City of Wichita. At the time of renewal of a manufactured home park license, the office of central inspection shall notify such parks if screening is required pursuant to Section IV-B.3.a. [excluding Section IV.B.3.a(1)] of the Unified Zoning Code, Title 28 of the Code of the City of Wichita. If screening is required, the licensee shall have twenty four months from the receipt of notification from the office of central inspection to complete such screening requirements.

2. Section V-I.2.o. - Reducing or waiving the required screening specified in Sec. IV-B.3.a of this Code for a manufactured home park when said screening is required by Section 26.04.120(i) of the Code of the City of Wichita. Screening may be reduced or waived for any manufactured home park. Additionally, a reduction or waiver of the screening requirement shall be granted if the abutting property is undeveloped; developed with a non-conforming use; developed with an institutional or multi-family use; or developed with a golf course, public or private park, or open space reserve; or when existing topography or vegetation on the abutting and/or subject property provide a natural screen.

Financial Considerations: Fees for manufactured home licenses have been increased slightly to offset the costs of staff reviewing and inspecting parks before licensing.



Goal Impact: The proposed manufactured home park regulation changes address the goal to support a dynamic core area and vibrant neighborhoods. By improving the compatibility of manufactured home parks with lower density housing and providing a greater ability to address nuisances and blight through code enforcement, the proposed changes will help increase neighborhood vibrancy citywide.

Legal Considerations: The ordinances have been reviewed and approved as to form by the Law Department.

Recommendations/ Actions: Adopt the proposed amendments to manufactured home park regulations and approve first reading of the ordinances.

ORDINANCE NO. 47-

**AN ORDINANCE PROVIDING AMENDMENTS TO SECTION III-B.10.d.(1), SECTION III-B.10.d.(4)(a), SECTION III-B.10.d.(4)(b), SECTION III-B.10.f.(2), SECTION III-E.1., AND SECTION IV-A.4., AND CREATING SECTION IV-B.3.a.(1) AND SECTION VII-G.2.g. OF THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE (APRIL 19, 2001 EDITION), AS ADOPTED BY REFERENCE IN CITY OF WICHITA CODE SEC. 28.04.010 BY ORDINANCE NO. 44-975, DEALING WITH MANUFACTURED HOMES.**

WHEREAS, under the authority of K.S.A. 12-741, et seq., the City of Wichita desires to adopt amendments to the Wichita-Sedgwick County Unified Zoning Code pertaining to manufactured homes; and

WHEREAS, the Wichita-Sedgwick County Metropolitan Area Planning Commission recommended adoption of the amendments on May 18, 2006, after notice and hearing as provided by law under the authority granted by K.S.A. 12-741, et seq.;

NOW THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA:

SECTION 1. Section III-B.10.d.(1) of the Wichita-Sedgwick County Unified Zoning Code (April 19, 2001 Edition) as adopted by reference in Code Sec. 28.04.010 by Ordinance No. 44-975, is hereby amended to read as follows:

Minimum site area: In the City of Wichita, a minimum of 5 acres shall be required for the MH district. Minimum size in the unincorporated area shall be as determined by the County Department of Code Enforcement.

SECTION 2. Section III-B.10.d.(4)(a) of the Wichita-Sedgwick County Unified Zoning Code (April 19, 2001 Edition) as adopted by reference in Code Sec. 28.04.010 by Ordinance No. 44-975, is hereby amended to read as follows:

Manufactured Home Parks. All structures within Manufactured Home Parks, whether permanent or temporary, shall be setback at least 25 feet from public street rights-of-way, at least 20 feet from all other lot lines and at least 5 feet from private roadways interior to the Manufactured Home Park. A minimum separation of 10 feet shall also be maintained between all manufactured home units within the Manufactured Home Park.

SECTION 3. Section III-B.10.d.(4)(b) of the Wichita-Sedgwick County Unified Zoning Code (April 19, 2001 Edition) as adopted by reference in Code Sec. 28.04.010 by Ordinance No. 44-975, is hereby amended to read as follows:

Manufactured Home Subdivisions. All structures within Manufactured Home Subdivisions shall be setback at least 25 feet from arterial street rights-of-way, and at least 25 feet from the front lot line, at least 20 feet from the rear lot line and at least 5 feet the side lot lines. Garage and carport entrances shall be setback at least 20 feet from public street rights-of-way.

SECTION 4. Section III-B.10.f.(2) of the Wichita-Sedgwick County Unified Zoning Code (April 19, 2001 Edition) as adopted by reference in Code Sec. 28.04.010 by Ordinance No. 44-975, is hereby repealed.

SECTION 5. The property development standards schedule for residential zoning districts in Section III-E.1. of the Wichita-Sedgwick County Unified Zoning Code (April 19, 2001 Edition) as adopted by reference in Code Sec. 28.04.010 by Ordinance No. 44-975, is hereby amended to read as follows:

Property Development Standards-Residential Zoning Districts

DEVELOPMENT STANDARD ZONING DISTRICT

	RR	SF-20	SF-10	SF-6	TF-3	MF-18	MF-29 B	MH
Minimum Lot Size (square feet)	Single-family	Duplex (lot area per unit)	Multi-family (lot area per unit)	Nonresidential	2 Ac	N/AN/A2 Ac	20,000	1N/AN/A20,000
	10,000	N/AN/A10,000	6,000	N/AN/A6,000	3,500	3,000	3,000	6,000
	3,500	3,000	2,500	6,000	3,500	3,000	1,500	6,000
	5,000	7N/AN/A10,000						
Minimum lot width (feet)			200	100	80	50	35	35/50
	35/50							
Front Setback (feet)		30	25	25	25	25	25	20
Rear Setback (feet)		25	25	25	20	20	20	15
Interior Side Setback (feet)			20	10	10	66	66	6
	20/58							
Street Side Setback (feet)			20	20	20	15	15	20
	25/20/58							
Maximum Height (feet)			352	352	35	35	35	45
	35							

- Standards may be higher if private water or septic; minimum size for nonresidential established by County Health Dept.
- Maximum height = 45 feet if located at least 25 feet from all lot lines; no height limit for barns, silos and similar farm buildings.
- Minimum lot width = 35 feet for single-family; 50 feet for all other uses.
- One foot of additional height is allowed for each foot of setback beyond minimum required setbacks.
- 40 feet for lots within MH subdivisions; 200 feet for MH parks; 100 feet for all other uses.
- For zero lot line developments, see the Property development standards section of the use district.
- 5,000 square feet for lots within MH subdivisions; 5 acre minimum lot size for MH parks in the city; minimum lot size of MH parks in the county determined by County Department of Code Enforcement.

8. See Section III-B.d.(4).

SECTION 6. The off-street parking schedule for Residential – Manufactured Home of Section IV-A.4. of the Wichita-Sedgwick County Unified Zoning Code (April 19, 2001 Edition) as adopted by reference in Code Sec. 28.04.010 by Ordinance No. 44-975, is hereby amended to read as follows:

LAND USE      NUMBER OF SPACES REQUIRED

RESIDENTIAL

Manufactured Home   2.5 per dwelling unit

SECTION 7. Section IV-B.3.a.(1) of the Wichita-Sedgwick County Unified Zoning Code (April 19, 2001 Edition) is hereby created to read as follows:

(1) Screening for manufactured home park. Where the manufactured home park abuts an arterial or collector street, screening shall be provided to prevent the passage of debris and light and to mitigate adverse visual impacts. Screening shall be in the form of a wall or fence constructed of brick, stone, concrete masonry, stucco, concrete, wood, or other similar materials or in the form of evergreen vegetation. Said screening requirement shall apply only to manufactured home parks developed on property for which the “MH” zoning district is established after June 23, 2006.

SECTION 8. Section VII-G.2.g. of the Wichita-Sedgwick County Unified Zoning Code (April 19, 2001 Edition) is hereby created to read as follows:

g. For non-conforming manufactured home parks within the City of Wichita, the failure to license such parks, as required by Chapter 26.04 of the Code of the City of Wichita for a period of 24 consecutive months shall constitute abandonment of the non-conforming use.

For non-conforming manufactured home parks within the City of Wichita with fewer than five manufactured home spaces, the failure to occupy any space for a period of 12 consecutive months shall constitute an abandonment of the non-conforming use for the particular space. A space shall be considered occupied if the manufactured or mobile home meets the minimum requirements for a residential occupancy permit and utilities have not been disconnected for greater than 180 consecutive days.

For non-conforming manufactured home parks within the City of Wichita, the failure to license a manufactured home space pursuant to chapter 26.04 for a period of twelve consecutive months shall constitute abandonment of the non-conforming use for that space. Such space may not be subsequently licensed by Chapter 26.04 and has lost its allowed non-conforming use.

SECTION 9. This ordinance shall be included in the Code of the City of Wichita and shall be effective upon its adoption and publication once in the official City newspaper.

PASSED AND ADOPTED by the governing body at Wichita, Kansas, this \_\_\_\_ day of \_\_\_\_\_, 2006.

ATTEST:

---

Karen Sublett, City Clerk

(SEAL)

Approved as to form:

Gary E. Rebenstorf, City Attorney

## **Agenda Item No. 23.**

City of Wichita  
City Council Meeting  
June 13, 2006

Agenda Report No. 06-0632

TO: Mayor and City Council

SUBJECT: Amendments to Electrical Code (Title 19)

INITIATED BY: Office of Central Inspection

AGENDA: New Business

Recommendation: Approve the proposed amendments to Title 19 of the Code of the City of Wichita.

Background: The State of Kansas has recently passed amendments to two existing statutes, effective on July 1, 2006, which requires the City's Electrical Code (Title 19) to be amended. The first amended statute, K.S.A. 12-1526, establishes new minimum continuing education requirements for master, journeyman and residential wireman level electricians and license holders. K.S.A. 12-1526 also now requires that test applicants have a minimum level of demonstrated field experience before sitting for an electrical master, journeyman or residential wireman test. The second amended statute, K.S.A. 58-4205, now requires that mobile or modular home installers obtain a state license, and prohibits local jurisdictions from adopting local license requirements and regulations.

Analysis: The City's Electrical Code, as currently adopted in Title 19, requires testing and certification of master level, journeyman level and residential journeyman level electricians. Title 19 also requires that persons working on manufactured home electrical installations be certified and/or licensed by the City of Wichita as electricians and/or electrical contractors. The proposed Title 19 amendments modify these sections of the City's Electrical Code to assure they are consistent with revised State statutes.

The Board of Electrical Appeals (Board), along with Office of Central Inspection staff, has reviewed the proposed changes to Title 19. While completing the review of required State statute amendments, the Board and staff also reviewed several additional Electrical Code items/sections that needed further clarification. At its May 9, 2006, meeting, the Board voted unanimously to recommend to City Council that the attached amendments to Title 19 be adopted.

City Code sections 19.08.020, 19.08.028, 19.08.030 and 19.16.060 are amended to coincide and comply with new State statutes.

City Code sections 19.04.090 and 19.22.040, Electrical inspectors—Appointment, Duties and Elevator Inspectors—Appointment, Duties, are amended (per direction from the Law Department) to clarify that any officer of the City shall not be held personally liable in the discharge of his or her duties.

City Code section 19.08.180, Identification of Service Vehicles, is amended to require/clarify that licensed electrical contracting companies also include the licensed company's name on their service vehicles.

City Code section 19.22.190, Alterations and Repairs, is amended to clarify when a permit must be obtained for an existing elevator repair or alteration.

City Code section 19.24.020, Installation Standards, is amended to clarify that certain types of wheelchair lifts and stair climb lifts are required to meet certain installation standards.

Financial Considerations: There are no additional costs to the City, and no new or increased City or consumer fees included in the proposed amendments.

Goal Impact: Goal: Provide a Safe and Secure Community through improved environmental health and community safety. The amendments include additional provisions to help ensure safer buildings and construction through permitting and inspection, and by qualification, training and certification/licensure of electrical contractors, tradesmen and manufactured home installers.

Legal Considerations: The amended ordinance has been reviewed and approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council approve first reading of the ordinance amending Title 19 of the Code of The City of Wichita.

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING SECTIONS 19.04.090, 19.08.020, 19.08.030, 19.08.180, 19.12.010, 19.16.060, 19.16.090, 19.16.100, 19.16.110, 19.22.040, 19.22.190, 19.22.240, 19.22.280, 19.24.020, 19.24.070 AND 19.24.080 OF THE CODE OF THE CITY OF WICHITA, KANSAS, AND REPEALING THE ORIGINALS THEREOF; CREATING SECTION 19.08.028; REPEALING SECTIONS 19.16.010, 19.16.020, 19.16.030, 19.16.040, 19.16.050, 19.16.070; ALL PERTAINING TO THE ELECTRICAL CODE OF THE CITY OF WICHITA, KANSAS.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. Section 19.04.090 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

“Electrical inspectors--Appointments--Duties. One or more qualified electrical inspectors shall be appointed by the city manager, one of whom shall be designated as the construction inspection supervisor -- electrical and elevator section. It shall be the duty of the construction inspection supervisor -- electrical and elevator section to make such decisions as are necessary to correlate the daily inspection work of all electrical inspectors and see that such work is uniformly discharged throughout the city. Under the direction and supervision of the superintendent of central inspection, said inspector or inspectors shall enforce the provisions of this title, keep records, make reports and perform any other duties as are from time to time imposed by the city manager or the superintendent. All electrical inspectors shall have had a minimum of three years of practical electrical experience as a journeyman and/or master electrician. Persons in the employ of the city who are duly certified as combination inspectors or electrical inspectors by the International Conference of Building Officials or by the International Code Council shall also be qualified as electrical inspectors for the inspection of installations in one and two-family residential structures.

Any officer or employee of the city, charged with the enforcement of this title, shall not, in the discharge of his duties, thereby render himself liable personally. Any suit brought against any officer or employee of the city because of such act performed by him in the enforcement of any provision of this title shall be defended by the legal department of the city until the final determination of the proceedings therein.”

SECTION 2. Section 19.08.020 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

“Electricians' certificates--Application--Examination.

Applications for examination for a master electrician's certificate or a journeyman electrician's certificate or a residential journeyman electrician's certificate shall be made to the office of central inspection. Applicants for master electrician examination shall provide written documented proof of having a valid journeyman electrician certificate for a minimum of two years. Applicants for journeyman electrician and residential journeyman electrician examination shall provide written documented proof of at least two years field experience in the electrical construction industry.



“Field experience” means working under the direct supervision of a person having a valid journeyman certificate or master certificate or attending an accredited electrical trade school. No more than one year of the requirement may be satisfied by trade related schooling. Schooling shall consist of a minimum of 240 hours classroom training. Documentation shall be the following:

- (4) written letter on company letterhead from employer(s) stating job description and dates of employment and signed by a person qualified in the electrical trade; or
- (5) copy of a transcript or attendance record from an accredited electrical trade school.

The electrical examination will be administered in accordance with K.S.A. 12-1525 and amendments thereto, with a minimum passing score of seventy-five percent.”

SECTION 3. Section 19.08.028 of the Code of the City of Wichita, Kansas, is hereby created to read as follows:

“Electricians’ certificates—Reciprocity. Any person with written proof of successful completion of the required electrical master, journeyman or residential journeyman electrician test pursuant to K.S.A. 12-1525 and amendments thereto, with a minimum passing score of seventy-five percent and with proof of having obtained not less than 12 hours biennially of continuing education approved by the Office of Central Inspection, shall be issued the appropriate license by the City of Wichita. The Office of Central Inspection shall establish a uniform fee to be charged all applicants for licenses.”

SECTION 4. Section 19.08.030 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

“Electricians' certificates--Renewal.

(a) The fee for an examination and original certificate for a master electrician, journeyman electrician or residential journeyman electrician shall be established by the superintendent of central inspection to cover the administrative costs of issuing such certificates. This fee shall be paid to the office of central inspection when the application for an examination is made. The biennial fee for all certificates shall be established by the superintendent of central inspection to cover the administrative costs of issuing such certificates. All such certificates shall expire on the thirty-first of December of each odd-number year.

(b) The applicant must provide written proof of having completed biennially not less than 12 hours of continuing education approved by the Office of Central Inspection. Continuing education may be provided by the Office of Central Inspection or a nationally recognized trade association, community college, technical school or technical college. All 12 hours of education may consist of code up-date training on the electrical code currently adopted.

(c) Any holder of a certificate who fails to renew the same by March 1st from the date of expiration may be required to take a new examination before receiving a new certificate.”

SECTION 5. Section 19.08.180 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

“Identification of Service Vehicles.

(a) Vehicles used in performance of installations or service regulated under this title shall display contractors' company name and permanent license number. Such numbers shall be assigned by the code official to a contractor duly licensed under the provisions of this title.

(b) Permanent license number and company name must be affixed to both sides of vehicle(s), in a conspicuous place, either by paint of a contrasting color or by the use of permanent or magnetic decals.

(c) Permanent license number and company name must be a minimum of two inches high with a one-half-inch-wide stroke per character.

(d) A contractor's employee(s) using their personal vehicles as transportation to or from the job site are exempted from the provisions of this section.

(e) The contractor shall be responsible for removing the permanent license number and company name at the time any vehicle is taken out of service.

(f) Violation of any provision of this section shall result in a hearing before the board of electrical appeals subjecting the contractor to possible suspension, recall or cancellation of the master certificate and/or license, in accordance with the provisions of Section 19.08.050 of the Code of the City of Wichita, Kansas.”

SECTION 6. Section 19.12.010 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

“Installation standards. All electrical installations made within the city shall be in strict conformity with the provisions of this title and with the approved standards of construction for safety to life and property. If sections contained within this title, in a given situation, do not prescribe a specific type or class of material or specific standards of construction, then the standards as set forth and contained in the National Electrical Code, 2005 Edition, as published by the National Fire Protection Association as N.F.P.A. No. 70-2005, as presently constituted and as may be hereinafter amended, shall apply with the exception of Section 200.6(d); Section 210.5(c); Section 210.52(c)(1); Section 230.40; Section 590.6(b)(2); Section 300.11(a)(2); Section 314.28; Section 334.10; Section 406.4(e); Section 406.8(b)(1)&(2); Section 600.3; and Section 680.8(a); of such publication. Said N.F.P.A. No. 70-2005, was adopted by the National Fire Protection Association on May 26, 2004, and received the approval of the American National Standards Institute on August 5, 2004. By this publication, all provisions of such publication, with noted exceptions, are adopted by reference and made a part of the Code of the City of Wichita, Kansas, and this title as though fully set forth herein.”

SECTION 7. Section 19.16.010 of the Code of the City of Wichita, Kansas, is hereby repealed:

SECTION 8. Section 19.16.020 of the Code of the City of Wichita, Kansas, is hereby repealed:

SECTION 9. Section 19.16.030 of the Code of the City of Wichita, Kansas, is hereby repealed:

SECTION 10. Section 19.16.040 of the Code of the City of Wichita, Kansas, is hereby repealed:

SECTION 11. Section 19.16.050 of the Code of the City of Wichita, Kansas, is hereby repealed:

SECTION 12. Section 19.16.060 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

“Manufactured home installer’s license--Required. It is unlawful for any person to engage in the business, trade or otherwise perform the act of installing electric wiring or of the installation of electrical equipment, devices or apparatus for light, heat, or power purposes in or on any mobile or manufactured home within the city without having secured a manufactured home installer’s license from the State of Kansas pursuant to the Manufactured Housing Act, K.S.A. 58-4202, et seq. and amendments thereto.

Exception. Any person possessing a valid electrical contractor's license as provided for under the provisions of this title shall be permitted to perform any act set forth in this section.”

SECTION 13. Section 19.16.070 of the Code of the City of Wichita, Kansas, is hereby repealed:

SECTION 14. Section 19.16.090 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

“Permits and fees. A permit shall be obtained to install any wiring in, on or to any mobile or manufactured home or accessory structure in the city and the permit fee computed as detailed in Section 19.08.150 of the Code of the City of Wichita, Kansas.”

SECTION 15. Section 19.16.100 of the Code of the City of Wichita, Kansas, is hereby repealed.

SECTION 16. Section 19.16.110 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

“Conductor requirements. All mobile or manufactured home and accessory building wiring conductors rated two hundred amperes or less, including all service conductors required to be installed by the licensed electrical contractor, shall be copper.”

SECTION 17. Section 19.22.040 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

“Elevator inspectors--Appointments--Duties. One or more qualified elevator inspectors shall be appointed by the city manager, one of whom shall be designated as the construction inspection supervisor of electrical and elevator section. It shall be the duty of the construction inspection supervisor of electrical and elevator section to make such decisions as are necessary to correlate the daily inspection work of all electrical inspectors and see that such work is uniformly discharged throughout the city. Under the direction and supervision of the superintendent of central inspection, said inspector or inspectors shall enforce the provisions of this title, keep records, make reports and perform any other duties as are from time to time imposed by the city manager or the superintendent. All elevator inspectors shall have had a minimum of three years of practical electrical experience as a journeyman and/or master electrician or an electrical elevator mechanic.

Any officer or employee of the city, charged with the enforcement of this title, shall not in the discharge of his duties thereby render himself liable personally. Any suit brought against any officer or employee of the city because of such act performed by him in the enforcement of any provision of this title shall be defended by the legal department of the city until the final determination of the proceedings therein.”

SECTION 18. Section 19.22.190 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

“Alterations and repairs. The following alterations and/or repairs require permits from the Office of Central Inspection:

- (1) increase in rated load or speed;
- (2) increase or decrease in dead weight of car;
- (3) increase or decrease in travel;
- (4) change in type of operation or control;
- (5) replacement, change in size, length or number of suspension ropes, belts or chains;
- (6) replacement, change in size or length of safety or governor ropes;
- (7) replacement, change in size or type of guide rails;
- (8) replacement, change in type or addition of a car or counterweight safety;
- (9) change in power supply;
- (10) replacement of an existing machine by a new driving machine;

- (11) replacement of an existing governor by a new governor;
- (12) replacement of an existing controller by a new controller;
- (13) replacement of an existing driving machine brake by a new brake;
- (14) replacement of tanks or anticreep leveling device;
- (15) replacement of pump, motor or valves;
- (16) replacement of hoistway doors;
- (17) replacement of hoistway door re-opening devices;
- (18) addition of hoistway-door locking devices or car-door or gate electric contacts;
- (19) addition of hoistway access switches;
- (20) addition of top-of-car operating devices;
- (21) addition of top-of-car, hoistway-door and/or car-door or gate operating devices;
- (22) addition of rope equalizers;
- (23) addition of auxiliary rope-fastening devices;
- (24) addition of car-leveling or truck-zoning devices;
- (25) addition of roller guide shoes;
- (26) addition of automatic transfer device;
- (27) addition of fire service;
- (28) addition of ADA compliant devices;
- (29) replacement of hydraulic cylinder or plunger;
- (30) replacement, addition or removal of wall or floor covering;
- (31) replacement of car operation panel.”

SECTION 19. Section 19.22.240 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

“Smoke detectors in hoistways. Smoke detectors shall not be installed in elevator hoistways unless they are installed to activate the elevator hoistway relief equipment.”

SECTION 20. Section 19.22.280 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

“Emergency operation and signaling devices. All new elevators shall comply and conform with the emergency operation and signaling devices requirements set forth and contained in the latest adopted edition of the ANSI/ASME A17.1 Safety Code for Elevators and Escalators.”

SECTION 21. Section 19.24.020 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

“Installation standards. All installations of private residence elevators in commercial structures for use by persons with a disability, that are made within the city, shall be in strict conformity with the provisions of this title and with the approved standards of construction for safety to life and property. If sections contained within this title, in a given situation, do not prescribe a specific type or class of material or specific standards of construction, then the applicable standards as set forth and contained in the currently adopted edition of the ANSI/ASME A17.1 Safety Code for Elevators and Escalators, published by the American Society of Mechanical Engineers shall apply to the design, construction, installation, operation, alteration and repair of this type of elevator.

All installations of wheelchair lifts and stairclimb lifts in commercial buildings within the city, shall be in strict conformity with the provisions of this title and with approved standards of construction for safety to life and property. If sections contained within this title, do not prescribe a specific type or class of material or specific standards of construction, then the applicable standards as set forth in the currently adopted edition of the ANSI/ASME A18.1-2003 Safety Standard for Platform Lifts and Stairway Chairlifts with all addendums thereto, published by the American Society of Mechanical Engineers, shall apply to the design, construction, installation, operation, alteration and repair of this type of lift.”

SECTION 22. Section 19.24.070 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

“Key-operated switches.

(A) There shall be a key-operated switch at each landing to call the car, chair or platform to that landing. This same key shall be used to activate all the up and down controls for the equipment.

(B) The key-operated control switches shall be operated by a cylinder type lock having not less than a five-pin or five-disk combination with the key removable only when the switch is in the off position.”

SECTION 23. Section 19.24.080 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

“Authorized personnel.

(A) Only authorized personnel, designated by the owner or tenant of the building, shall have access to the keys. The keys shall be kept on the premises in a readily accessible location available to the authorized personnel, but not where they are available to the general public.

(B) The authorized personnel having access to the key shall be summoned by means of a clearly labeled attendant call device located at each landing.”

SECTION 24. The originals of Sections 19.04.090, 19.08.020, 19.08.030, 19.08.180, 19.12.010, 19.16.010, 19.16.020, 19.16.030, 19.16.040, 19.16.050, 19.16.060, 19.16.070, 19.16.090, 19.16.100, 19.16.110, 19.22.040, 19.22.190, 19.22.240, 19.22.280, 19.24.020, 19.24.070 and 19.24.080 are hereby repealed.

SECTION 25. This ordinance shall be included in the Code of the City of Wichita, Kansas, and shall be effective upon its passage and publication once in the official city paper.

PASSED by the governing body of the City of Wichita, Kansas, this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

Carlos Mayans, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Gary E. Rebenstorf, Director of Law

## **Agenda Item No. 24**

City of Wichita  
City Council Meeting  
June 13, 2006

Agenda Report No. 06-0633

TO: Mayor and City Council

SUBJECT: VAC2006-00008 Request to vacate street right-of-way created by condemnation, generally located south of 25th Street North and west of Arkansas Avenue. (District VI)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Staff Recommendation: Approve.

MAPC Recommendation: Approve (unanimously).

Background: The applicants are requesting consideration to vacate the undeveloped 47-foot wide by 270-foot long section of 24th Street North right-of-way (ROW), located between Burns Avenue and Woodland Avenue. The described ROW abuts two residential lots on its north side and two residential lots on its south side. All of the abutting property owners have signed the application and petition to vacate the described ROW. There are utilities and sewer lines (crossing north to south) throughout the 24th Street North ROW, but no water line. There is a curb cut and drive entrance (paved) from the described ROW onto Woodland Avenue. The 47-foot wide portion of ROW proposed to be vacated does not match the abutting and platted 24th Street's 60-foot width.

The section of 24th Street North proposed to be vacated was originally shown as an "Exception" on the Community Addition plat, which was recorded on January 25, 1954. The plat's text does not mention any of the "Exceptions" shown on the plat. The City of Wichita's Board of Commissioners adopted condemnation ordinance #22-783, on April 3, 1957; this created the described portion of the 24th Street North ROW. The portion of 24th Street North between Burns and Salina Avenues, the next block west of the subject site, was approved for vacation (VAC2004-18), with conditions, on July 15, 2005 by the Wichita City Council. This portion of 24th Street North was created by the same "Exception" on the Community Addition plat and subsequent condemnation ordinance #22-783, as the subject site.

Analysis: The MAPC voted (10-0) to approve the vacation request. No one spoke in opposition to this request at the MAPC's advertised public hearing or its Subdivision Committee meeting. No written protests have been filed.

Legal Considerations: A certified copy of the Vacation Order, utility easements dedicated by separate instrument and restrictive covenants will be recorded with the Register of Deeds.

Financial Considerations: None.

Goal Impact: Ensure efficient infrastructure

Recommendation/Actions: Follow the recommendation of the Metropolitan Area Planning Commission and approve the Vacation Order, and authorize the necessary signatures.



## **Agenda Item No. 25.**

City of Wichita  
City Council Meeting  
June 13, 2006

Agenda Report No. 06-0634

TO: Mayor and City Council

SUBJECT: VAC2006-00022 Request to vacate a platted setback, generally located on the north side of Kellogg Drive, midway between Dugan Road & Ridge Road. (District V)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Staff Recommendation: Approve.

MAPC Recommendation: Approve (unanimously).

Background: The applicant proposes to vacate the platted 30-foot interior side yard setback that runs parallel to the east property line of Lot 1, Clinton Addition. The "LC" zoning district, which the subject site is zoned, does not require an interior side yard setback, but if one is provided it is a minimum of 5-feet. There is a platted 10-foot wide utility easement within the described platted interior side yard setback. There is a sewer line and manholes in the north portion of this platted easement. Water is in the Kellogg Drive right-of-way. There are no franchised utilities in the setback. The Clinton Addition was recorded with the Register of Deeds on December 16, 1968.

Analysis: The MAPC voted (12-0) to approve the vacation request. No one spoke in opposition to this request at the MAPC's advertised public hearing or its Subdivision Committee meeting. No written protests have been filed.

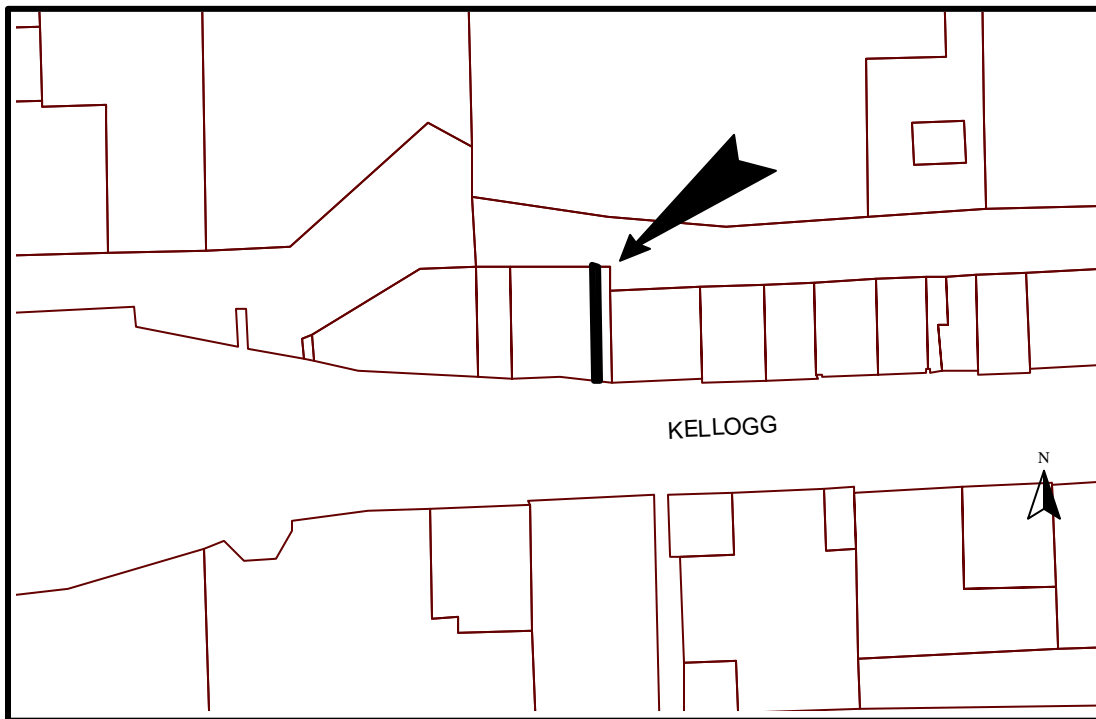
Legal Considerations: A certified copy of the Vacation Order will be recorded with the Register of Deeds.

Financial Considerations: None.

Goal Impact: Ensure efficient infrastructure

Recommendation/Actions: Follow the recommendation of the Metropolitan Area Planning Commission and approve the Vacation Order, and authorize the necessary signatures.





## **Agenda Item No. 26.**

City of Wichita  
City Council Meeting  
June 13, 2006

Agenda Report No. 06-0635

TO: Mayor and City Council Members

SUBJECT: A06-15R Request by Rob Ramseyer and Jay Russell of R& R Realty to annex land generally located northwest of 53rd Street North and Meridian Avenue. (District VI)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Recommendation: Place the annexation ordinance on first reading.

Background: The City has received a request to annex 196.64 acres of land generally located northwest of the intersection of 53rd Street North and Meridian Avenue. The annexation area abuts the City of Wichita to the north and east. The property owner anticipates that the proposed property will be developed with 271 single-family units and 58.2 acres of commercial property. The residential portion of this property is called the Northgate Addition, of which the preliminary plat was approved by the Metropolitan Area Planning Commission on August 18, 2005. A plat has not yet been submitted for the commercial portion of the property.

### Analysis:

Land Use and Zoning: The proposed annexation consists of approximately 196.64 acres of property currently zoned "SF-20" Single-Family Residential, which upon annexation will convert to "SF-5" Single-Family Residential. Property directly to the north is zoned and developed as "SF-5" Single-Family Residential. Property to the west is zoned "SF-20" and is undeveloped at this time. The property to the east is zoned "SF-20" Single-Family Residential, "SF-5" Single-Family Residential and "GO" General Office. The majority of the "SF-20" property is vacant and agricultural in nature, while the SF-5 property is primarily developed. The "GO" property is developed with a grain mill products manufacturing business. Property to the south is currently undeveloped and zoned as "SF-20" and "SF-5." A request has been submitted to change the zoning of the commercial portion of the subject property and the property to the east, in order to accommodate the proposed development of a Walmart and other businesses.

Public Services: The closest water line is a 20" water line in Meridian Avenue along the east line of the subject property. In addition, a 15" sewer main is under construction along the west line of the subject property running north to south from 61st Street North to south of 53rd Street North.

**Street System:** The subject property borders Meridian Avenue to the east and 53rd Street North to the south. Meridian Avenue is a paved 4-lane roadway with improvements at the intersection of 53rd Street North to add the 5th lane. 53rd Street North is paved and is currently 5-lanes at the intersection and tapers to 2-lanes west of Meridian. The Sedgwick County Capital Improvement Program 2006-2010, the 2006 Transportation Improvement Program and the City of Wichita Capital Improvement Program (CIP) 2005-2014 do not call for improvements near the proposed annexation site.

**Public Safety:** Fire services to this site can be provided by the City of Wichita within a five (5) to six (6) minute approximate response time from City Station No. 13 located at 3162 W. 42nd Street North. Upon annexation, police protection will be provided to the area by the Patrol North Bureau of the Wichita Police Department, headquartered at 3015 E. 21st Street North.

**Parks:** The Brooks Tract Park, a 272-acre park, is located approximately 1 mile to the southwest of the proposed annexation site and is currently being developed. In addition, Hellers Park, a 32-acre park, is located approximately 2 miles to the southeast of the proposed annexation site. Hellers Park has a half-mile dirt trail and is designated as a Wichita Wild Habitat Area. According to the 1996 Parks and Open Space Master Plan, a potential pathway has been identified that would run along the south edge of the subject property, along 53rd Street North. In addition, a potential future park site has been identified east of the subject property.

**School District:** The annexation property is part of the Unified School District 262 (Valley Center School District). Annexation will not change the school district.

**Comprehensive Plan:** The proposed annexation is consistent with the Wichita-Sedgwick County Comprehensive Plan. The annexation property falls within the 2030 Wichita Urban Growth Area as shown in the Plan.

**Financial Considerations:** The current approximate appraised value of the proposed annexation lands, according to County records, is \$34,340 with a total assessed value of \$10,302. Using the current City levy ( $\$31.828/\$1000 \times$  assessed valuation), this roughly yields \$324 in City annual tax revenues for the property. The future assessed value of this property will depend on the type and timing of any other developments on the proposed annexation property and the current mill levy. At this time, the property owner is anticipating that 271 single-family residential units will be developed within the next five years. The total appraised value of this residential development after completion is estimated at \$24,390,000. Assuming the current City levy remains about the same, this would roughly yield a total of \$88,089 in City annual tax revenues. The total appraised value of the anticipated commercial development is unknown at this time.

**Goal Impact:** Approving the annexation request would impact Wichita's goal to ensure efficient infrastructure, for annexation of this property would assist the City in satisfying the demand for new infrastructure needed to support growth and development.

Legal Considerations: The property is eligible for annexation under K.S.A. 12-519, et seq.

Recommendations/Actions: Approve the annexation request, place the ordinance on first reading and authorize the necessary signatures.

Attachment: Ordinance

AN ORDINANCE INCLUDING AND INCORPORATING CERTAIN BLOCKS, PARCELS, PIECES AND TRACTS OF LAND WITHIN THE LIMITS AND BOUNDARIES OF THE CITY OF WICHITA, KANSAS. (A06-15)

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. The governing body, under the authority of K.S.A. 12-519, et seq, hereby annexes the following blocks, parcels, pieces and tracts of land and they are hereby included and brought within the corporate limits of the City of Wichita, Kansas and designated as being part of City Council District VI respectively:

All of the SE ¼ of Sec. 13, Twp. 26-S, R-1-W of the 6th P.M., Sedgwick County, Kansas, EXCEPT the NE ¼ of the NE ¼ of said SE ¼ and EXCEPT a tract in said SE ¼ described as the east 675.07 feet of the south 1454.00 feet thereof, and EXCEPT a tract of land located in said SE ¼ more particularly described as follows: Commencing at the SE corner of said SE ¼; thence N89°57'37"W, along the south line of said SE ¼, a distance of 675.07 feet to the point of beginning; thence continuing N89°57'37"W, along the south line of said SE ¼, a distance of 220.53 feet; thence N00°48'32"W, parallel with the east line of said SE ¼, a distance of 1454.00 feet; thence S89°57'37"E, parallel with the south line of said SE ¼, a distance of 220.53 feet; thence S00°48'32"E, parallel with the east line of said SE ¼, a distance of 1454.00 feet to the point of beginning, TOGETHER WITH the S ½ of the NE ¼ of said Sec. 13, EXCEPT for road right-of-way.

SECTION 2. That if any part or portion of this ordinance shall be held or determined to be illegal, ultra vires or void the same shall not be held or construed to alter, change or annul any terms or provisions hereof which may be legal or lawful. And in the event this ordinance in its entirety shall be held to be ultra vires, illegal or void, then in such event the boundaries and limits of said City shall be held to be those heretofore established by law.

SECTION 3. That the City Attorney be and he is hereby instructed at the proper time to draw a resolution redefining the boundaries and limits of the City of Wichita, Kansas, under and pursuant to K.S.A. 12-517, et seq.

SECTION 4. This ordinance shall become effective and be in force from and after its adoption and publication once in the official city paper.  
ADOPTED at Wichita, Kansas, this \_\_\_\_\_.

Carlos Mayans, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to form:

Gary E. Rebenstorf, Director of Law

#####